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SAM	ANTH	MANTHA GF HA.GRAY@N									See Item 7					
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						FAX: 301/7	44-6547	7					FAX:			
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						ons, and With	ıdrawa	ls: See	Section	L, Pro	vision No. 52.214	4-7 or 52.215-1.	All offers are subject	et to all	terms a	and
			ned in this		ation.			D TEN	EDITORE	or 1	1 > 410.0	2011 507 0411 0	C. E-MAIL ADDRESS			
	OR I. ALL:		TON A. NAM SAM		M. GRAY				ephone 744-6747		e area code) (NO C		amantha.gray@navy.mil			
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	See	Section I	, Clause N	o. 52.2	32-8)						1	1				
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			S.C. 2304(c)(		)	41 U.S.C. 25		)				otherwise specified			LLIVI	
24. A	DMI	NISTERED	BY (If other	than Iter	m 7)	CC	DE				25. PAYMENT V	WILL BE MADE B	Y (	CODE		
														_		
26.	NAME	OF CONT	RACTING OF	FICER	(Type or r	orint)					27 UNITED STA	ATES OF AMERICA		28 411	ARD D	ATE
••		. 50111			. 11- 0- 1						27. UNITED STE	III OF AMERICA	•	20. A W	י ארט ד	711L
TEL	:				EMA	AIL:					(Signature	of Contracting Offi	cer)			

# Section B - Supplies or Services and Prices

ITEM NO 0001	SUPPLIES/SERVICES  First Article Ignition Circuit Wiring As of Work.	QUANTITY 500 ssembly - Manufact	UNIT Each ured in accorda	UNIT PRICE	AMOUNT
				NET AMT	
ITEM NO 0002	SUPPLIES/SERVICES  First Article Data To be delivered in accorda	QUANTITY 1 ance with the Stater	UNIT Lot nent of Work.	UNIT PRICE	AMOUNT
				NET AMT	Not Separately Priced

Page 3 of 46

ITEM N 0003		QUANTITY 5,750	UNIT Each	UNIT PRICE	AMOUNT
	Ignition Circuit Wiring Production Units- to be		ccordance with the So	atement of Work.	
				NET AMT	
ITEM N 0004	Data	QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	To be delivered in acco	rdance with the Sta	atement of Work.		
				NET AMT	Not Separately Priced
O) ITEM N	PTION I O SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Ignition Circuit Assemb	oly	Each	ONTTIMEL	AMOUNT
	Manufactured in accord	lance with the Stat	ement of Work.		
				NET AMT	
ST	TEPLADDER PRICING				
	TEPLADDER NAME LIN 0005	ITEM NO 0005	FROM QUANTITY 500.00 1,001.00 2,001.00 3,001.00 4,001.00	TO QUANTITY 1,000.00 2,000.00 3,000.00 4,000.00 5,000.00	UNIT PRICE

ITEM NO 0006 OPTION	SUPPLIES/SERVICES  Data	1	Lot	UNIT PRICE	AMOUNT
	To be delivered in acco	ordance with the St	atement of Work.		
				_	
				NET AMT	Not Separately Priced
<b>OPTI</b> ITEM NO	ON II SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	Ignition Circuit Assemb	oly	Each		
	Manufactured in accord	dance with the Stat	ement of Work.		
				_	
				NET AMT	
STEP	LADDER PRICING				
STEP CLIN	LADDER NAME 0007	ITEM NO 0007	FROM QUANTITY 500.00 1,001.00	TO QUANTITY 1,000.00 2,000.00	UNIT PRICE
			2,001.00 3,001.00 4,001.00	3,000.00 4,000.00 5,000.00	

Page 5 of 46

ITEM NO 0008 OPTION	SUPPLIES/SERVICES	G QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
OPTION	Data To be delivered in acco	ordance with the Sta	atement of Work.		
				NET AMT	Not Separately Priced
ITEM NO	I <b>ON III</b> SUPPLIES/SERVICES	S QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	Ignition Circuit Assem Manufactured in accor				
				NET AMT	
STEP	LADDER PRICING				
STEP CLIN	LADDER NAME 0009	ITEM NO 0009	FROM QUANTITY 500.00 1,001.00 2,001.00 3,001.00 4,001.00	TO QUANTITY 1,000.00 2,000.00 3,000.00 4,000.00 5,000.00	UNIT PRICE

Page 6 of 46

ITEM NO 0010 OPTION	SUPPLIES/SERVICES  Data	S QUANTITY 1	UNIT Lot	UNIT PRICE	AMOUNT
	To be delivered in acco	ordance with the Sta	ntement of Work.		
				NET AMT	Not Separately Priced
ITEM NO	ON IV SUPPLIES/SERVICES	S QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011 OPTION	Ignition Circuit Assem Manufactured in accor		Each ement of Work.		
				-	
				NET AMT	
STEP	LADDER PRICING				
STEP CLIN	LADDER NAME 0011	ITEM NO 0011	FROM QUANTITY 500.00 1,001.00 2,001.00 3,001.00 4,001.00	TO QUANTITY 1,000.00 2,000.00 3,000.00 4,000.00 5,000.00	UNIT PRICE

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012		1	Lot		
OPTION	Data				
	To be delivered in accorda	ance with the States	ment of Work.		
				NICT AMT	Not Computally Duised
				NET AMT	Not Separately Priced

Note: Should the Government choose to exercise the options, each option will be exercised for one variable stepladder quantity only. Once a particular option has been exercised and a variable stepladder quantity chosen, that option is no longer available.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

## HQ C-2-0008 - ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

CLAUSES INCORPORATED BY FULL TEXT

#### HQ C-2-0027 - FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990)

- (a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".
- (b) The production equipment shall be manufactured with tools, materials and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for in the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command and the time of First Article delivery.
- (c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.

#### HQ C-2-0062 - WAIVER OF FIRST ARTICLE REQUIREMENTS (NAVSEA) (SEP 1990)

If the First Article is waive	ed by the Government, the Contractor shall deliver supplies that are identical or
substantially identical to t	hose previously accepted by the Government under the following contract(s):
Contract(s)	

(Offeror to fill in contract number(s), as applicable. See Section M)

Page 9 of 46

Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## HQ D-1-0002 - PACKAGING LANGUAGE (W/O MILITARY SPECIFICATIONS)

 $Item(s) \underline{\phantom{0001}} - The \ supplies \ furnished \ hereunder \ shall \ be \ packaged \ in \ accordance \ with \ best \ commercial \ practice.$ 

## Section E - Inspection and Acceptance

#### INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Origin	Government	Destination	Government
0004	Origin	Government	Destination	Government
0005	Origin	Government	Destination	Government
0006	Origin	Government	Destination	Government
0007	Origin	Government	Destination	Government
8000	Origin	Government	Destination	Government
0009	Origin	Government	Destination	Government
0010	Origin	Government	Destination	Government
0011	Origin	Government	Destination	Government
0012	Origin	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

### CLAUSES INCORPORATED BY FULL TEXT

## 52.246-11 HIGHER-LEVEL CONTRACT QUALITY (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. (If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.)

ISO 9000 or Equivalent

(End of clause)

## $\textbf{HQ E-1-0001} \hspace{0.1cm} \textbf{-} \hspace{0.1cm} \underline{\textbf{INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA}$

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(a) Initial inspection of the supplies to be furnished her contractor's or subcontractor's plant located at shall be notified when the material is available for inspection.	*** ction. The place design	The cognizant inspe	ector
changed without authorization of the Contracting Officer. acceptance shall be made byGovernment within	*	sociat doctination	
acceptance shall be made byGovernment_ within	45 uays afterfe	cerpt destination	
(b) Initial inspection shall consist of quality assurance at p to shipment. Final inspection and acceptance will be out/testing of the supplies.		•	-

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

# 52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE				
CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	30 dys. ADC	500	NAVSEA INDIAN HEAD RECEIVING RECEIVING OFFICER BLDG 116 101 STRAUSS AVE. INDIAN HEAD MD 20640-5035 301/744-4861 FOB: Destination	N00174
0002	30 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0003	120 dys. ADC	5,750	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0004	120 dys. ADC	1	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00174
0005	1500 or less due 30 days after the exercising of the option; 1501 or more due 45 days after exercising of the option	the exercising of	(SAME AS PREVIOUS LOCATION) FOB: Destination	N/A
0006	DATA DUE IN CORRESPODING TIME FRAME SET PER AMOUNT ORDERED	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N/A
0007	SAME AS CLIN 0005	As indicated upon the exercising of the option	(SAME AS PREVIOUS LOCATION) FOB: Destination	N/A
0008	DATA DUE IN CORRESPODING TIME FRAME SET PER AMOUNT ORDERED	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N/A
0009	SAME AS CLIN 0005	As indicated upon the exercising of the option	(SAME AS PREVIOUS LOCATION) FOB: Destination	N/A

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0010	DATA DUE IN CORRESPODING TIME FRAME SET PER AMOUNT ORDERED	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N/A
0011	SAME AS CLIN 0005	•	(SAME AS PREVIOUS LOCATION) FOB: Destination	N/A
0012	DATA DUE IN CORRESPODING TIME FRAME SET PER AMOUNT ORDERED	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N/A

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Within Days		
After Date		
Item No. Quantity of Contract		

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(End of clause)

Section G - Contract Administration Data

### CLAUSES INCORPORATED BY REFERENCE

252.242-7000 Postaward Conference DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

### NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

- (a) "Invoice" as used in this clause does not include contractor requests for progress payments.
- (b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).
- (c) The use of copies of the Material Inspection and Receiving Report (MIRR),
  DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides
  instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in
  DFARS F-401.
- (d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting

classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

) [	Γhe contractor shall prepare:
	a separate invoice for each activity designated to receive the supplies or services.
	a consolidated invoice covering all shipments delivered under an individual order
	either of the above

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

INVOICE MAILING INSTRUCTIONS

	(To be completed by Contract Specialist)
MAIL INVOICES TO:	
* *	cable procedure.
(End o	f clause)

## HQ G-2-0002 - CONTRACT ADMINISTRATION DATA LANGUAGE (NAVSEA)

(a) Electronic Funds Transfer (EFT) Payment Requirements

FAR 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, is included in this solicitation/contract. All Contractor payments will be made by EFT unless excepted or otherwise determined by the paying office designated in the contract.

The Contractor <u>must</u> initiate enrollment in EFT by contacting the paying office designated in the contract and requesting form SF 3881, Automated Clearing House (ACH) Vendor/Miscellaneous Payment Enrollment Plan. This form must be completed by the Contractor and their financial institution and returned to the paying office. The paying office will complete the process and notify the Contractor that EFT enrollment is complete. All payments under this contract will be held until the Contractor provides the required EFT enrollment information.

win administer the contract if suc	ch address is different from the address shown on the SF 26 or	r SF 33, as applicable.
		<u></u>
		<del>_</del>
IHD 6 CONTRACT POINTS O	F CONTACT (NAVSEA/IHD)	
The following contacts are provi	ided for this contract:	
Contract Administrator:		
Phone Number:	(301)744-	
Payments/Invoicing:		
•	(301)744-	
Phone Number:		
	(301)744-	
Technical Representative: Phone Number:	(301)744-	
Technical Representative: Phone Number:	(301)744-contract, should be directed to the above mentioned person	nnel, or the Contracting

# IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: http://www.opm.gov/fedhol/index.asp.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advanc

## IHD 89 - CERTIFICATE OF COMPLIANCE (NAVSEA/IHD) FEB 2000

(a) A certification of material shall be provided by the Contractor, one (1) copy to accompany the shipment (in the
packing list envelope) and (l) copy mailed to arrive at time of receipt of the shipment. Mark all certificates to the
attention of Code

(b) The certificate shall state compliance of material with drawing specification and contract/order requirements. The certificate shall as a minimum state the company name, contract/order number, drawing or specification number, and date. The certificate shall state, above the signature of a legally authorized representative of the company, the following:

This certification concerns a matter within the jurisdiction of an agency of the United States and making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code 1001.

(c) Failure to provide certification at the time of shipment may result in material being rejected and returned at the contractor's expense.

Section H - Special Contract Requirements

### CLAUSES INCORPORATED BY FULL TEXT

## 5252.202-9101 <u>ADDITIONAL DEFINITIONS (MAY 1993)</u>

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
- (1) <u>National Item Identification Number (NIIN)</u>. The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) <u>National Stock Number (NSN)</u>. The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

## NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (NAVSEA/IHD) FEB 2000

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

## IHD 123 - SF 294 AND SF 295 REPORTING REQUIREMENTS (FEB 2000)(NAVSEA/IHD)

(1) SF 294 Subcontracting Report for Individual Contracts:

This report is required for each contract containing a Subcontracting Plan. Semi-Annually during contract performance for the periods ending March 31st and September 30th. A separate report is required for each contract at contract completion. Reports are due 30 days after the close of each reporting period unless otherwise directed by the contracting officer.

(2) SF 295 Summary Subcontract Report:

This report must be submitted semi-annually during contract performance for the six months ending March 31st and the twelve months ending September 30th. Reports are due 30 days after the close of each reporting period.

(NOTE: Use Special Instructions for Commercial Products Plans, see back of SF 295.)

(3) SF 294 and SF 295 shall be submitted to the following personnel:

Name/Address/Title Submit SF294 Submit SF295

1. Contracting Officer yes-original yes - original (address shown on page 1 of contract document)

- 2. NAVSEA, IHD yes-copy yes-copy Small Business Specialist Code SB 101 Strauss Avenue Indian Head, MD. 20640-5035
- 3. DCMAO yes-original yes-original (address shown on page 1 of contract document)

## Section I - Contract Clauses

# CLAUSES INCORPORATED BY REFERENCE

50 200 1	Definitions	пп 2004
52.202-1	Definitions Gratuities	JUL 2004
52.203-3 52.203-5		APR 1984
	Covenant Against Contingent Fees Restrictions On Subcontractor Sales To The Government	APR 1984
52.203-6 52.203.7	Anti-Kickback Procedures	JUL 1995
52.203-7		JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or	JAN 1997
52 202 10	Improper Activity	LANI 1007
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.208-9	Contractor Use of Mandatory Sources of Supply	JUL 2004
52.209-6	Protecting the Government's Interest When Subcontracting	JAN 2005
32.20) 0	With Contractors Debarred, Suspended, or Proposed for	37111 2003
	Debarment	
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.216-4	Economic Price Adjustment-Labor and Material	JAN 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small	OCT 2004
	Business Concerns	
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-9 Alt I	Small Business Subcontracting Plan (Jan 2002) Alternate I	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of	DEC 2001
	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans	DEC 2001
	Of The Vietnam Era, and Other Eligible Veterans	
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned	JUN 2000
	Economic Enterprises	
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
	Infringement	
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984

52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
	Registration	
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes Fixed Price	AUG 1987
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
	Price)	
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2004
	Contract-Related Felonies	
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	
252.208-7000	Intent To Furnish Precious Metals As GovernmentFurnished	1 DEC 1991
	Material	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By	MAR 1998
	The Government of a Terrorist Country	
252.219-7003	Small, Small Disadvantaged and Women-Owned Small	APR 1996
	Business Subcontracting Plan (DOD Contracts)	
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7025	Restriction on Acquisition of Forgings	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.246-7000	Material Inspection And Receiving Report	MAR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002

## CLAUSES INCORPORATED BY FULL TEXT

## 52.209-4 FIRST ARTICLE APPROVAL--GOVERNMENT TESTING (SEP 1989)

(Contracting Officer shall insert details)

(a) The Contractor shall deliver 500 unit(s) of Lot/Item 0001 within 30 calendar days from the date of this contract to the Government at NSWC INDIAN HEAD, BLDG. 116 101 STRAUSS AVE. INDIAN HEAD, MD 20640-5035 for first

article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

- (b) Within 45 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.
- (c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.
- (d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.
- (e) Unless otherwise provided in the contract, the Contractor--
- (1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and
- (2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.
- (f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.
- (g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.
- (h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.
- (i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(End of clause)

## 52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within <a href="https://example.com/the-contractor">THE TIME PERIODS</a>

<u>INDICATED BELOW</u>. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

OPTION I WITHIN 365 DAYS AFTER CONTRACT AWARD
OPTION II WITHIN 365 DAYS AFTER EXERCISING OF OPTION I
OPTION IV WITHIN 365 DAYS AFTER EXERCISING OF OPTION III
OPTION IV

(End of clause)

#### 52.234-1 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)

#### (a) Definitions.

"Title III industrial resource" means materials, services, processes, or manufacturing equipment (including the processes, technologies, and ancillary services for the use of such equipment) established or maintained under the authority of Title III, Defense Production Act (50 U.S.C. App. 2091-2093)..

"Title III project contractor" means a contractor that has received assistance for the development or manufacture of an industrial resource under 50 U.S.C. App. 2091-2093, Defense Production Act.

- (b) The Contractor shall refer any request from a Title III project contractor for testing and qualification of a Title III industrial resource to the Contracting Officer.
- (c) Upon the direction of the Contracting Officer, the Contractor shall test Title III industrial resources for qualification. The Contractor shall provide the test results to the Defense Production Act Office, Title III Program, located at Wright Patterson Air Force Base, Ohio 45433-7739.
- (d) When the Contracting Officer modifies the contract to direct testing pursuant to this clause, the Government will provide the Title III industrial resource to be tested and will make an equitable adjustment in the contract for the costs of testing and qualification of the Title III industrial resource.
- (e) The Contractor agrees to insert the substance of this clause, including paragraph (e), in every subcontract issued in performance of this contract.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

WWW.ARNET.GOV

(End of clause)

# 5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contract. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for incorporation in the equipment to be delivered under this contract:

CONNECTORS, CRIMP TERMINAL SOCKETS, TERMINALS, SELF-RETAINING TERMINAL

(End of Text)

## Section J - List of Documents, Exhibits and Other Attachments

- 1 Zuni Ignition Circuit Statement of Work
- 2 The following Drawings: 318AS285 REV B, 318AS287 REV D, 318AS288 REV B, 318AS291 REV C, 318AS312 REV A, 318AS281 REV A, 318AS283 REV C, 318AS284, 1127684 REV K.
- 3 First Article Test Plan
- 4 Contract Data Requirements List DD 1423's
- 5 Data Item Description DD 1664's
- 6 Past Performance Coversheet
- 7 Past Performance Matrix
- 8 Past Performance Questionnaire

^{*} Note: Attachments 6-8 will be removed upon contract award.

### Section K - Representations, Certifications and Other Statements of Offerors

#### CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To	APR 1991
	Influence Certain Federal Transactions	
52.222-38	Compliance With Veterans' Employment Reporting	DEC 2001
	Requirements	
252.209-7001	Disclosure of Ownership or Control by the Government of a	SEP 2004
	Terrorist Country	

## CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

- (a) The offeror certifies that --
- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to –
- (i) Those prices,
- (ii) The intention to submit an offer, or
- (iii) The methods of factors used to calculate the prices offered:
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory --
- (1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provison ______ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(End of clause)
52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)
(a) Definitions.
Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.
Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.
(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
(d) Taxpayer Identification Number (TIN).
TIN:
TIN has been applied for.
TIN is not required because:
Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
Offeror is an agency or instrumentality of a foreign government;
Offeror is an agency or instrumentality of the Federal Government.
(e) Type of organization.
Sole proprietorship;
Partnership;

___ Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);
Government entity (Federal, State, or local);
Foreign government;
International organization per 26 CFR 1.6049-4;
Other
(f) Common parent.
Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
Name and TIN of common parent:
Name
TIN
(End of provision)
52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)
(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.
(End of provision)
52.207-4 ECONOMIC PURCHASE QUANTITYSUPPLIES (AUG 1987)
(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

ITEM	PRICE	QUOTATION	

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

# 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that-
- (i) The Offeror and/or any of its Principals -

OFFEDOR RECOVERED ATTONIO

- (A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ( ) intends, ( ) does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent		

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336415.
- (2) The small business size standard is 1000.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.
(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that
(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.
(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:
Black American.
Hispanic American.
Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
Individual/concern, other than one of the preceding.
(c) Definitions. As used in this provision
Service-disabled veteran-owned small business concern
(1) Means a small business concern
(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(	h	) (	(	) It has (	) has not	filed all i	eanired a	compliance re	enorts: and
١	v	, '	`	<i>)</i> It Has, (	/ Has Hot,	micu am i	equireu c	Joinphance i	cports, and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that-
- (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
- ( ) (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- ( ) (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);
- ( ) (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ( ) (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.

- (B) Major group code 12 (except 1241).
- (C) Major group codes 20 through 39.
- (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
- (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- $(\ )$  (v) The facility is not located within the United States or its outlying areas.

(End of clause)

# 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

#### 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

- (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.
- (b) Representation. The Offeror represents that it:
- ____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- ____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR

Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

#### Section L - Instructions, Conditions and Notices to Bidders

### CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.211-14	Notice Of Priority Rating For National Defense Use	SEP 1990
52.215-1	Instructions to Offerors Competitive Acquisition	JAN 2004
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999
252.217-7026	Identification of Sources of Supply	NOV 1995

#### CLAUSES INCORPORATED BY FULL TEXT

### 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of clause)

### 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from PATRICIA A. KRAGH 101 STRAUSS AVE BLDG 1558, INDIAN HEAD, MD 20640
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

#### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

## WWW.ARNET.GOV

(End of provision

# HQ L-2-0005 - NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

- (a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to _____, or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.
- (b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.
- (c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.
- (d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.
- (e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

# $HQ\ L\text{-}2\text{-}0009 - \underline{SMALL}\ BUSINESS\ SUBCONTRACTING\ PLAN\ (NAVSEA)\ (JUN\ 1999)$

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

# HQ L-2-0010 - <u>SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA)</u> (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

### IHD 195 - SECTION L PROPOSAL REQUIREMENTS (FEB 2000) (NAVSEA/IHD)

#### I. GENERAL INSTRUCTIONS

- A. The technical proposal, past performance information, and the cost and price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information.
- B. The offeror shall submit the following information:
  - 1. Two (2) completed and signed solicitation packages, with all representations and certifications executed, and with prices in Section B Volume I.
  - 2. Four (4) copies of the technical proposal, Volume II.
  - 3. Two (2) copies of the past performance information, Volume III.
  - 4. One (1) copy of the Subcontracting Plan & a minimum of one (1) SF 294, Volume IV. (If required)

## **Offerors Shall Address the Following Factors**: (Listed in order of importance)

Information shall be submitted in three separate volumes or folders as detailed above.

Technical Capability Past Performance Cost/ Price Subcontracting Plan

## I. Technical Capability (Maximum Score 100%)

It will be the offeror's responsibility to identify and understand the sub level requirements defined by the specifications identified in the drawing and SOW.

The following factors, listed in order of importance, shall be used to evaluate offers:

<u>Section</u>		<u>Assigned Weight</u>
1.0	Manufacturing/Processing	20 %
2.0	Experience	25 %
3.0	Facilities	25 %
4.0	Quality Assurance	15 %
5.0	Documentation	15 %

## 1.0 Manufacturing/Processing

1.1 Using the requirements of the applicable drawings, specifications, and Statement of Work (SOW) provide a detailed description of your proposed manufacturing/processing for the ignition circuit wire assembly. The description should detail the entire process from the ordering of raw materials to the delivery of the finished product at NSWC/IH. The description should include a detailed process flow diagram, timeline, and show proof of understanding of Dimensioning and Tolerancing Standard, ANSI Y14.5M-1994 and ASME Y14.100-2000, Appendix

- B-E. The starting point for the timeline shall be the award date of the contract and all tasks should show duration in time from the award date.
- 1.2 Provide a list of sub-contractors that will be used to support the manufacturing of the ignition circuit wire assembly and cross-reference them to the process flow diagram submitted under section 1.1 of this evaluation form. Provide a detailed description of each sub-contractor's proposed manufacturing/processing for the ignition circuit wire assembly. The description should detail the entire process from the receipt of raw materials to the delivery of the finished product and show proof of sub-contractor's understanding of Dimensioning and Tolerancing Standard, ANSI Y14.5M-1994 and ASME Y14.100-2000, Appendix B-E. The list should also include the company name, address, technical point of contact, and phone number.
- 1.3 Identify any foreseeable problem areas or areas of concern in the manufacturing process that will affect the delivery schedule. What plans do you have to eliminate them? If no problems, why?

# 2.0 Experience

2.1 Provide a description of actual/similar production work to that of the Zuni ignition circuit wire assembly that your facility has done in the past or is currently working on. The description should provide detailed information about requirement similarities between the current/former program(s) and this program, information about the production quantities and delivery schedule (state whether there were any changes from the original contract requirements and why), and whether there were any delays or problems with the production work. The description should also include information about the program(s) duration and sponsor.

### 3.0 Facilities

- 3.1 Provide a list of your facility's equipment (owned and/or currently leased) that will be required to manufacture the ignition circuit wire assemblies. The list of equipment should be cross-referenced to the process flow diagram submitted under section 1.1 of this evaluation. What is the projected and maximum production rate through the processing line? If there are any impediments in the production line, what measures will be taken to ensure delivery schedules will be met? If there are no impediments, could the delivery schedule be compressed?
- 3.2 Is the equipment currently being used and/or under a preventative maintenance plan? How often is equipment used? Give details of PM Plans. Give availability times that each piece of equipment could be dedicated in support of the Zuni ignition circuit wire assemblies based on the offeror's calendar year 2005 current workload.
- 3.3 What are your subcontractor's projected and maximum production rates through their processing lines? What are your subcontractor's workloads for calendar year 2005? If there are any impediments in the production line, what measures will be taken to ensure delivery schedules will be met?

## 4.0 Quality Assurance

- 4.1 Identify the quality and process controls that will be used to ensure that the end item will be in compliance with the applicable drawing, specifications, SOW, and contract.
- 4.2 Describe the type of documentation that will be used to identify, record and disposition non-conforming material, in-process rejects and characteristic discrepancies. If parts can be reworked, describe method by which this will be done to make them acceptable.

## **5.0 Documentation**

5.1 Provide a copy of your company's Quality Assurance Program Plan. The plan should be in sufficient detail to allow the government to ascertain if the contractor's quality system meets the requirements of ASQ-Q9002, "Quality Systems – Model for Quality Assurance in Production, Installation, and Servicing" and ASQ-Q9003,

"Quality Systems – Model for Quality Assurance in Final Inspection and Test". The plan shall include but should not be limited to descriptions of the following:

- 1. Ordering/Acceptance of Raw Materials/Supplies
- 2. Control/Certification of Tooling/Gages/Test Equipment
- 3. Certification/Training of Operators
- 4. Procedures for Non-conforming Parts
- 5. Work Instructions
- 6. Parts/Product Identification/Traceability
- 7. Parts/Product Handling and Preservation
- 8. Quality Reviews/Audits
- 9. Configuration Management
- 5.2 Provide a copy of your current/proposed quality inspection data sheets for the production of the Zuni ignition circuit wiring assembly.

# <u>II. PAST PERFORMANCE</u> (Shall contain only the Past Performance Information, Not to exceed 12 pages total)

Past performance is a measure of the degree to which an offeror, as an organization, has during the past three (3) years: (1) satisfied its customers, and (2) complies with federal, state, local lows and regulations. The offeror shall provide a list of references using the Past Performance Matrix, (Attachment 3), who will be able to provide information regarding the offerors past performance during the past three (3) years regarding; (1) the quality and timeliness of the offerors work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior-its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interest of its customers; and (5) its integrity.

The offeror will submit the Past Performance Questionnaire (Attachment 2) to each of the references listed on the Past Performance Matrix, a minimum of three (3) is required. The offeror shall instruct the reference to complete the past performance Questionnaire and return it directly to:

Naval Surface Warfare Center 101 Strauss Ave, BLDG 1558 Indian Head, MD 20640-5035 Attn: Samantha Gray, Code 1142I

E-mail: Samantha.Gray@navy.mil or FAX 301-744-6547

The offerors selected references must be listed on the Past Performance Matrix. Failure of the references to submit the Past Performance Questionnaire to the contract specialist within the requested timeframe may result in the inability of the Government to rank the offerors past performance.

The offeror shall explain, if any, the role that sub-contractors have played in contributing to the success and/or failures of the offeror and to what extent sub-contractor performance has contributed to the past performance evaluation.

Past Performance shall be rated based on the following:

Excellent - A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior, and they would unhesitatingly do business with the offeror again. Complaints are negligible of unfounded.

Good - Most sources of information state that the offeror's performance was good, deliverables are on time and meet contract requirements and they would be willing to do business with the offeror again. Complaints are few and relatively minor. Performance met expectations. Requests for cost adjustments and extensions of contract periods of

performances are very infrequent. When a problem arises, the offeror reacts in a prompt, efficient, and effective manner to resolve the problem and minimize any delays.

Average – The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

Poor - A significant majority of sources of information are consistently firm in stating that performance was entirely unsatisfactory and that they would not, under any circumstances, do business with the offeror again. Customer complaints are substantial or numerous and well founded. Offeror has either presented no persuasive evidence of having taken appropriate corrective actions that will guard against such conduct in the future or it appears unlikely that the corrective action will be effective. The government/comp any and the offeror have expended a significant amount of time, effort, and cost in resolving problems. Failure to perform consistently has resulted in terminations and failure to provide customer service.

N/A - Offeror has asserted that offeror does not possess any relevant directly related or similar past performance. The offeror receives no merit or demerit for this factor.

### III. COST/PRICE

Although cost/price is the least important factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the offers in relation to the other factors on which selection is to be made. Cost/price will be evaluated by the Contracts personnel to determine fair and reasonableness through the most appropriate method available. Cost/price shall also be analyzed to determine the realism of the offer, i.e, is it representative of the offerors understanding of the requirement and does it represent the cost that can be reasonably expected to incur during performance of the contract.

This folder/binder shall contain (2) complete copies of the solicitation (the RFP) with all representations/certifications executed and pricing appropriately noted in Section B or any continuation sheets. Information should be submitted to clearly show the basis for the amount of each cost element and how the amount was developed providing sufficient information for government use in determining the proposed costs/prices fair and reasonable.

## IV. SUBCONTRACTING PLAN

Other than Small Business offerors shall submit a Small Business Subcontracting Plan. It should address all items cited in FAR 52.219-9 (Jan 2002) (see also 252.219-7003 (April 1996)). The plan will not be subject to merit evaluation it will be pass/fail only. Offeror's subcontracting plan shall become part of any resultant contract.

The proposed Small Business Subcontracting Plan will be reviewed to ensure that the contractor meets or exceeds the minimum requirements set forth by the Navy. The Navy's subcontracting goals for this requirement are 23% of the effort for Small Businesses; 5% of the effort for Small Disadvantaged Businesses; 5% of the effort for Small Women-Owned Businesses; 3% vetern owned, 3% of the effort for Service Disabled Veteran-Owned Businesses; and 3% of the effort for HUBZone Businesses. Offerors submitting Small Business Subcontracting Plans per FAR clause 52.219-9 "Small Business Subcontracting Plan" (Jan 2002) and DFARS clause 252.219-7003, "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)" (April 1996) which reflect a Small Disadvantaged Business (SDB) goal of less than five percent shall also provide, as a part of the subcontracting plan submission, those extenuating circumstances of why a five percent SDB goal cannot be proposed. Offerors should also note that submission of the Subcontracting Plan shall be concurrent with the submission of the Offeror's proposal. The Government reserves the right to confer with the contractor on elements of the small business subcontracting plan; however, those conversations will not constitute discussions as defined in FAR 15.306(c).

The Offerors shall submit copies of final SF 294's for recent relevant contracts which best demonstrates their ability to achieve the proposed subcontracting goals. The SF 294's will be reviewed to determine the Offerors past performance in regards to meeting previously proposed subcontracting goals.

Section M - Evaluation Factors for Award

## CLAUSES INCORPORATED BY REFERENCE

52.217-5 Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

# HQ M-2-0006 - <u>EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)</u>

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

# $HQ\ M\text{-}2\text{-}0012\ WAIVER$ OF FIRST ARTICLE REQUIREMENTS (GOVERNMENT TESTING) (NAVSEA) (JUL 2000)

(a) If supplies identical or su	abstantially identical to those called for in the Schedule have been previously furnished
by the Offeror and have been	accepted by the Government, the first article requirements may be waived by the
Government. The Offeror sh	all identify below the contract(s) under which supplies identical or substantially identica
to those called for have been	previously accepted by the Government:
Contract(s)	
(1) 411 66 1 11 1	

- (b) All offerors should submit an offer on the basis that first article requirements will not be waived (hereinafter referred to as OFFER A). Offerors who believe, on the basis of paragraph (a) above, that they may qualify for waiver of first article may also submit an offer on the basis that the first article requirements will be waived (hereinafter referred to as OFFER B). This solicitation contains separate delivery schedules for OFFER A and OFFER B.
- (c) Subject to considerations of responsiveness of offers and responsibility of Offerors and subject to other evaluation factors provided for in this solicitation, the price used in determining best value to the Government will be either the price submitted for OFFER A or the price submitted by for OFFER B if the Government determines an offeror is eligible for first article waiver. The decision whether to grant a waiver is entirely at the discretion of the Government.
- (d) Offers will be evaluated so as to take into account the cost to the Government of testing the first article. The cost to the Government of such testing will be added to the price of all offers which include first article requirements. For the purpose of making this evaluation, it is estimated that \$_383,000.00_\text{will be the cost to the Government for first article testing.}
- (e) Any award resulting from this solicitation will state whether the first article requirements are or are not waived. In the event of waiver, all clauses and references to the first article will not be applicable.

# IHD 211 - <u>SECTION M BEST VALUE EVALUATION AND BASIS FOR AWARD (FFP) (MAR 2000) (NAVSEA/IHD)</u>

I. The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas. Proposals will be evaluated and rated against the factors listed below, in descending order of importance:

Technical Proposal Past Performance Cost/Price

As technical proposals become more equal, past performance and price will become more significant factors. With respect to technical proposal, past performance and price, the Government is more interested in obtaining technical excellence and superior performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the proposed margin of technical excellence and superior performance. In determining best overall value, the Government will first assess an offeror on the basis of Technical proposal and then compare and rank offerors on the basis of past performance. Then the Government will compare the tradeoffs between relative margins of technical ranking, performance and price. The offer who represents the best value will be the offeror who represents the best tradeoff between technical excellence, superior performance and price.

## A. TECHNICAL PROPOSAL (In descending Order of Importance)

1. The following technical factors shall apply:

Manufacturing/Processing Experience Facilities Quality Assurance Documentation

- 2. All proposals which are unrealistic in terms of technical capabilities will be deemed reflective of an inherent lack of technical competence or indicative of failure to comprehend the complexity and risks of the proposed contractual requirements and may render the offer ineligible for award.
- 3. An offeror is required to submit a technical proposal as detailed herein. Failure to do so may render an offer ineligible for award.

## B. PAST PERFORMANCE

- 1. The Government will evaluate the quality of the offeror's past performance. This evaluation is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's past performance will be used to evaluate the relative capability of the offeror and their competitors to successfully meet the requirements of the RFP. Past performance of significant and/or critical subcontractors will be considered to the extent warranted by the subcontractor's involvement in the proposed effort.
- 2. The Government will evaluate the quality of the offeror's past performance. This may include any aspect of past performance that is related to this contract. A record of poor past performance may be considered an indication that the offeror may be lacking in areas such as reliability, quality and customer satisfaction. However, a record of average or exceptional past performance will not result in favorable assessment of an otherwise technically deficient technical proposal. In evaluating an offeror's past performance, the Government will consider information contained in the offeror's past performance references, information obtained from other sources, including past and present

customers, subcontractors and any others who may have useful information, and other past performance data available to the Government. Offerors with no past performance history will receive a neutral rating.

- ? The subfactors listed below (which are equal in importance) will be used to evaluate past performance:
  - i. Product Quality. The offeror's demonstrated ability to conform to contract specification requirements.
  - ii. Reliability. The offeror's demonstrated ability to conform to contract requirements.
  - iii. Timeliness. The offeror's demonstrated ability to meet contract schedules and delivery dates.
  - iv. Customer Satisfaction. The offeror's demonstrated commitment to maintaining an acceptable level of performance and customer satisfaction.
  - v. Program Management. The offeror's ability to meet or exceed its subcontracting plans.
- 3. Contracting Officers will use the following adjectival definitions as guidelines in evaluating past performance:

**Excellent** - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

**Average-** The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

**Poor** - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

N/A - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question

4. Offerors lacking relevant past performance history will receive a neutral rating for past performance. The offeror must provide the information requested above for past performance evaluation or affirmatively state that it possesses no relevant directly related or similar past performance. An offer that fails to provide the past performance information or to assert that the company has no relevant directly related or similar past performance may be considered ineligible for award.

### C. COST/PRICE

1. Although price is not the most important evaluation factor, it will not be ignored. The degree of its importance will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

# **METHODOLOGY**

The offerors' submission in response to Factor I, Technical Capability, shall be reviewed by the technical review team. Each sub-factor shall be reviewed based on the merits of the information contained in the offerors' submission.

Evaluators must not assume nor allow any prior knowledge of the offeror to effect the evaluation and the score. Each sub-factor shall be reviewed and assigned a score as follows:

Factor I - Technical

**Sub-factor 1.0** – Manufacturing/Processing, Assigned a range of 0 to 20 points

**Sub-factor 2.0** - Experience, Assigned a range of 0 to 25 points

**Sub-factor 3.0** - Facilities, Assigned a range of 0 to 25 points

**Sub-factor 4.0** – Quality Assurance, Assigned a range 0 to 15 points

**Sub-factor 5.0** – Documentation, Assigned a range of 0 to 15 points

Factor II – Past Performance

Factor III- Cost/Price

Factor IV- Subcontracting Plan (if required)

Factors II, III and IV shall be reviewed by contracts personnel.

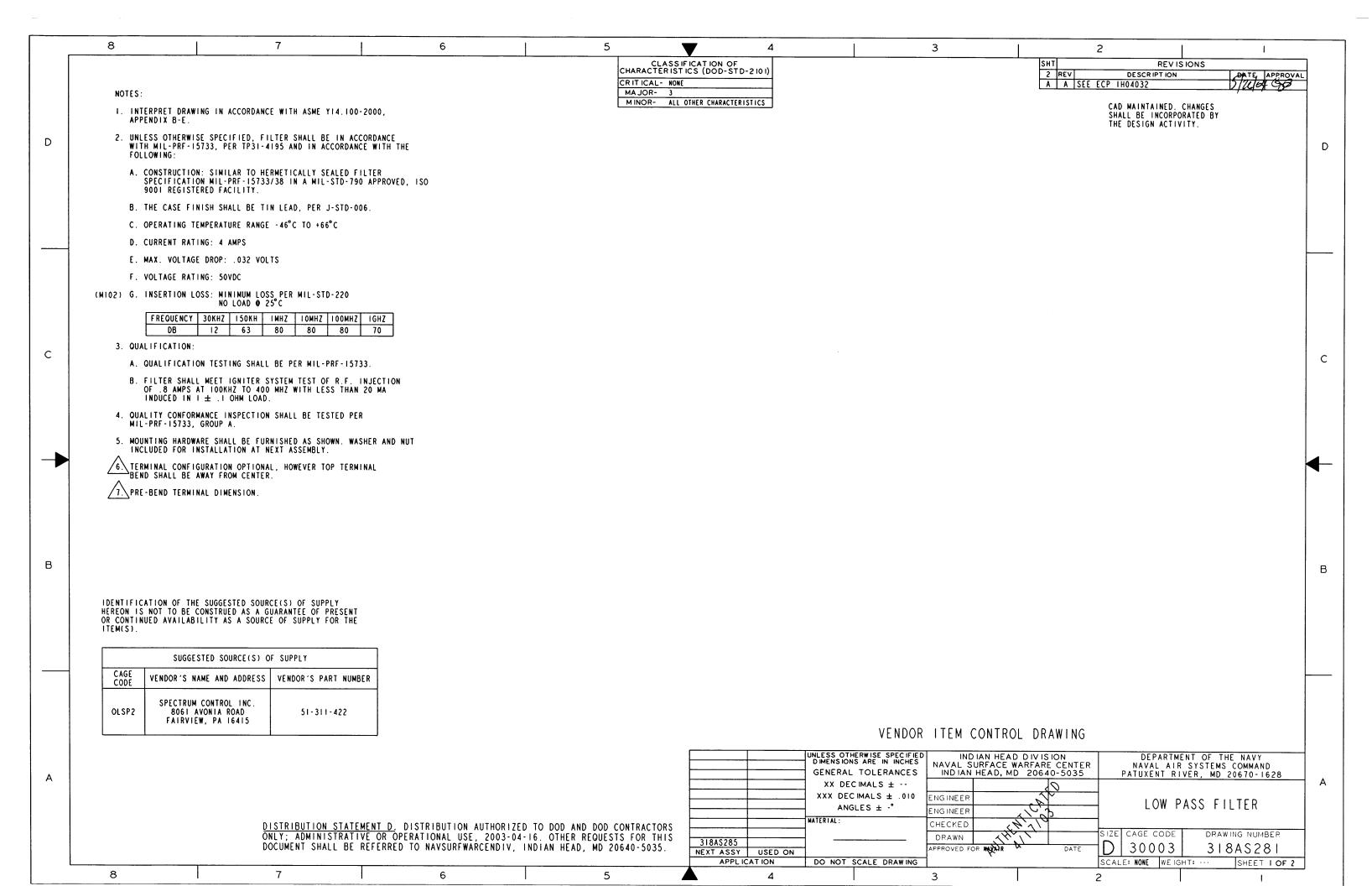
Once all evaluations are complete the corresponding scores shall be tabulated and placed in a chart as follows in this example:

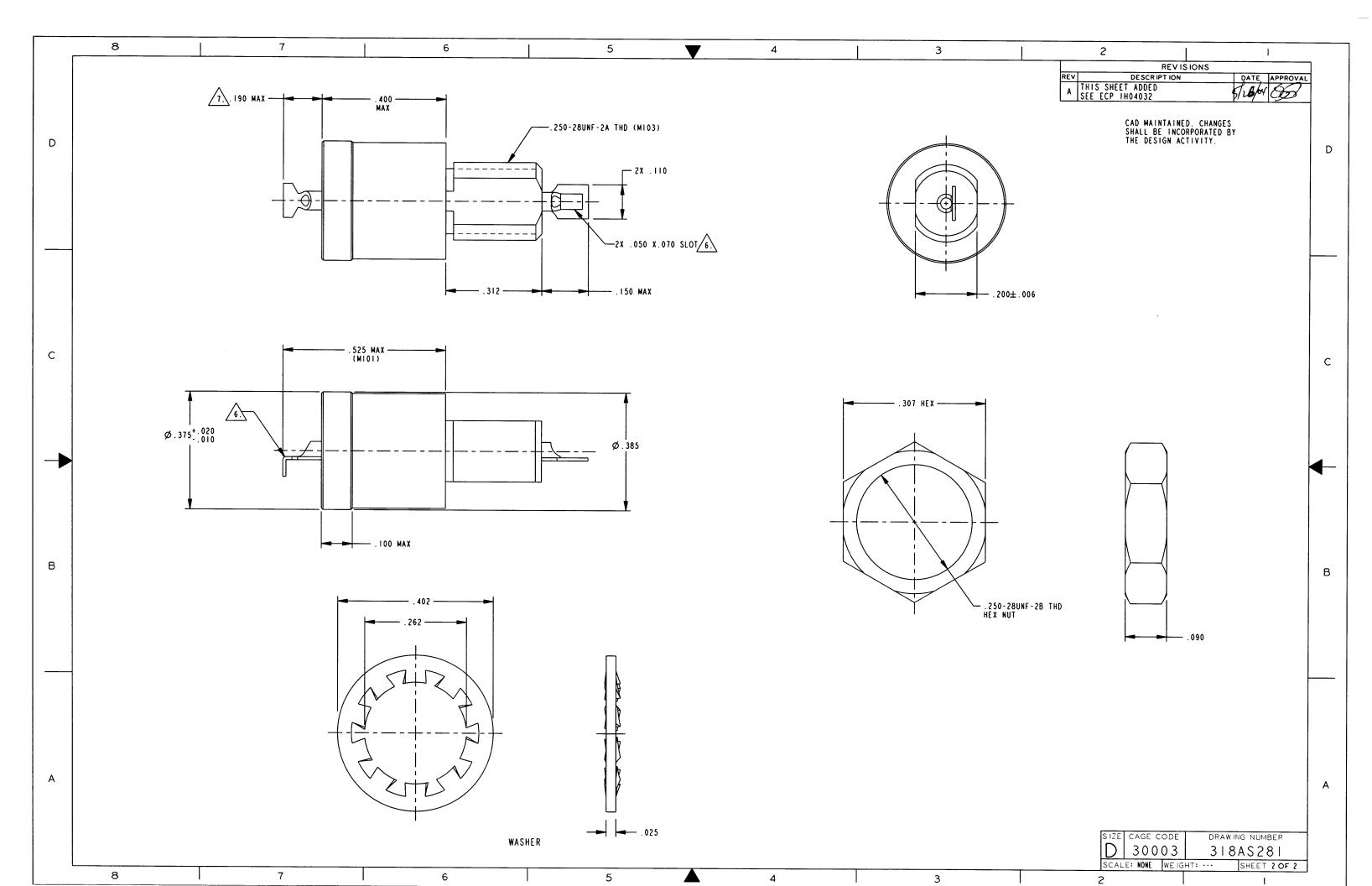
Offeror	Factor I	Factor II	Factor III		
	Tech Capability*	Past Performance	Cost/Price		
A	88	Excellent	\$36,000		
В	93	Excellent	\$47,500		
C	0 **	Good	\$39,500		
D	82	Excellent	\$37,200		
E	93	Poor	\$38,500		

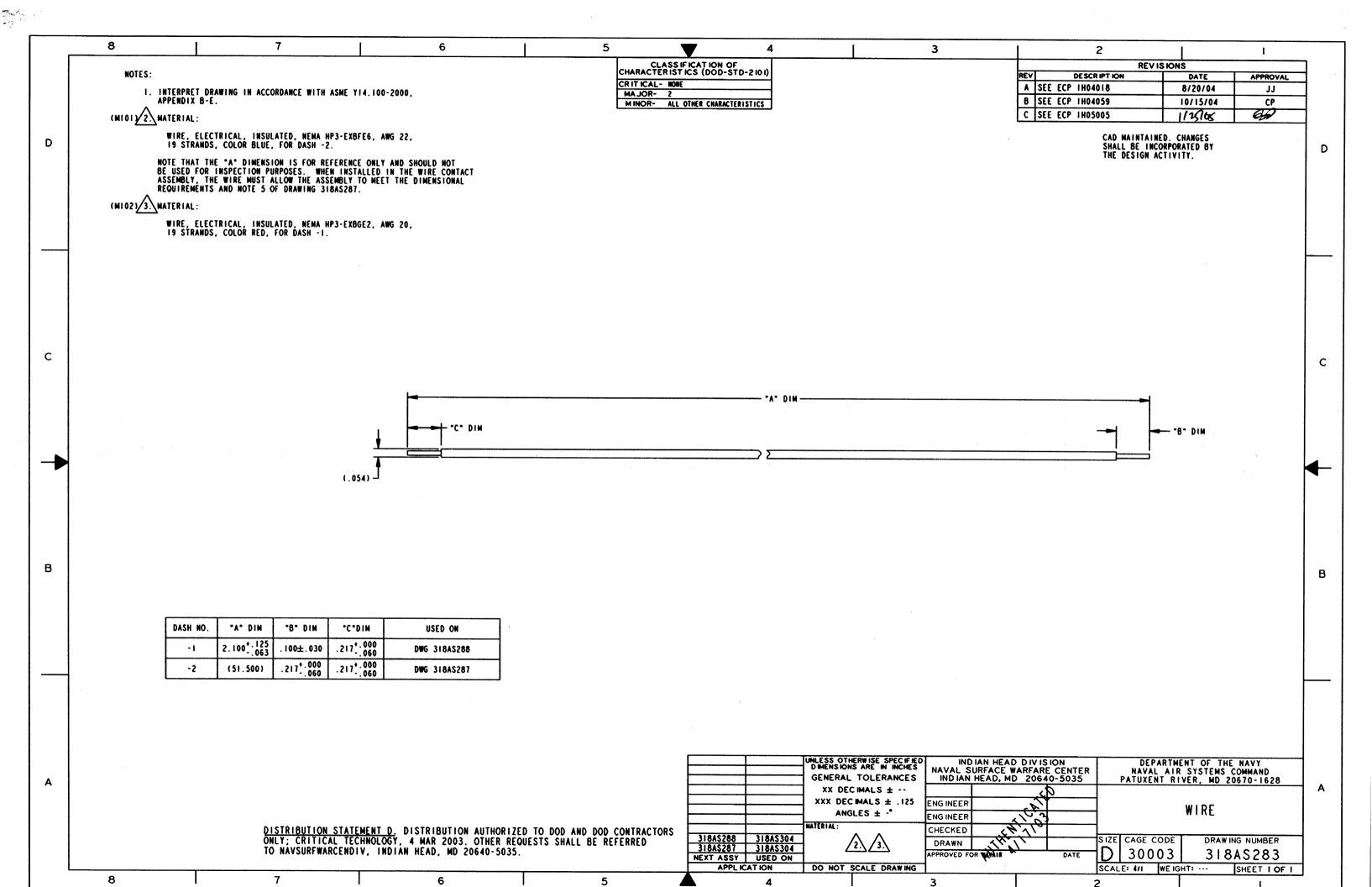
^{*} Not to exceed 100

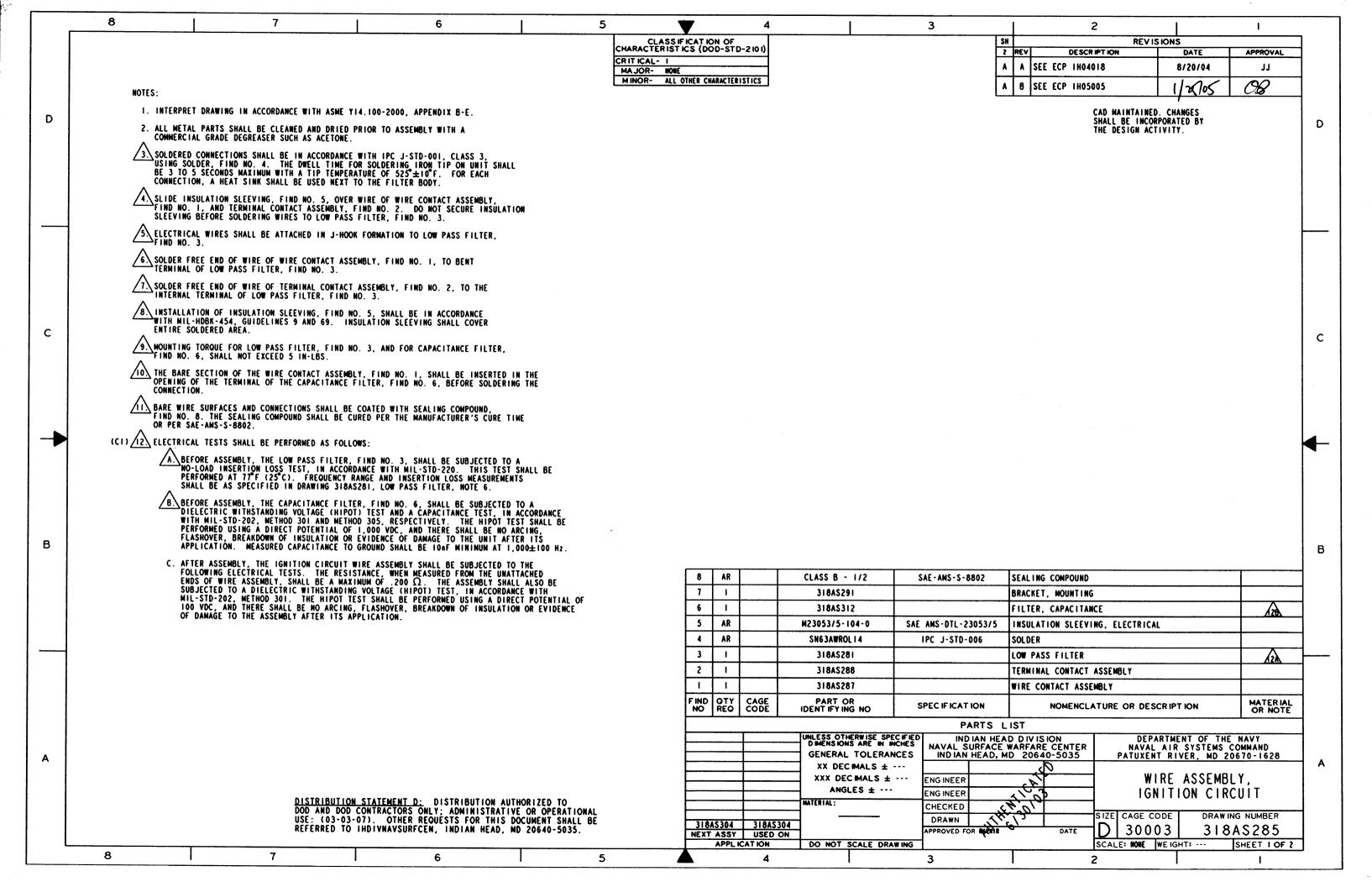
Once this information is tabulated, offerors will be compared making value and price tradeoffs and award(s) will be made to the offerors that represents the Best Value to the Government. if the offeror with the highest score also represents the lowest price then that offeror is clearly the Best Value. If an offeror with higher score has a higher price, then a determination must be made whether the difference in value is worth the higher price.

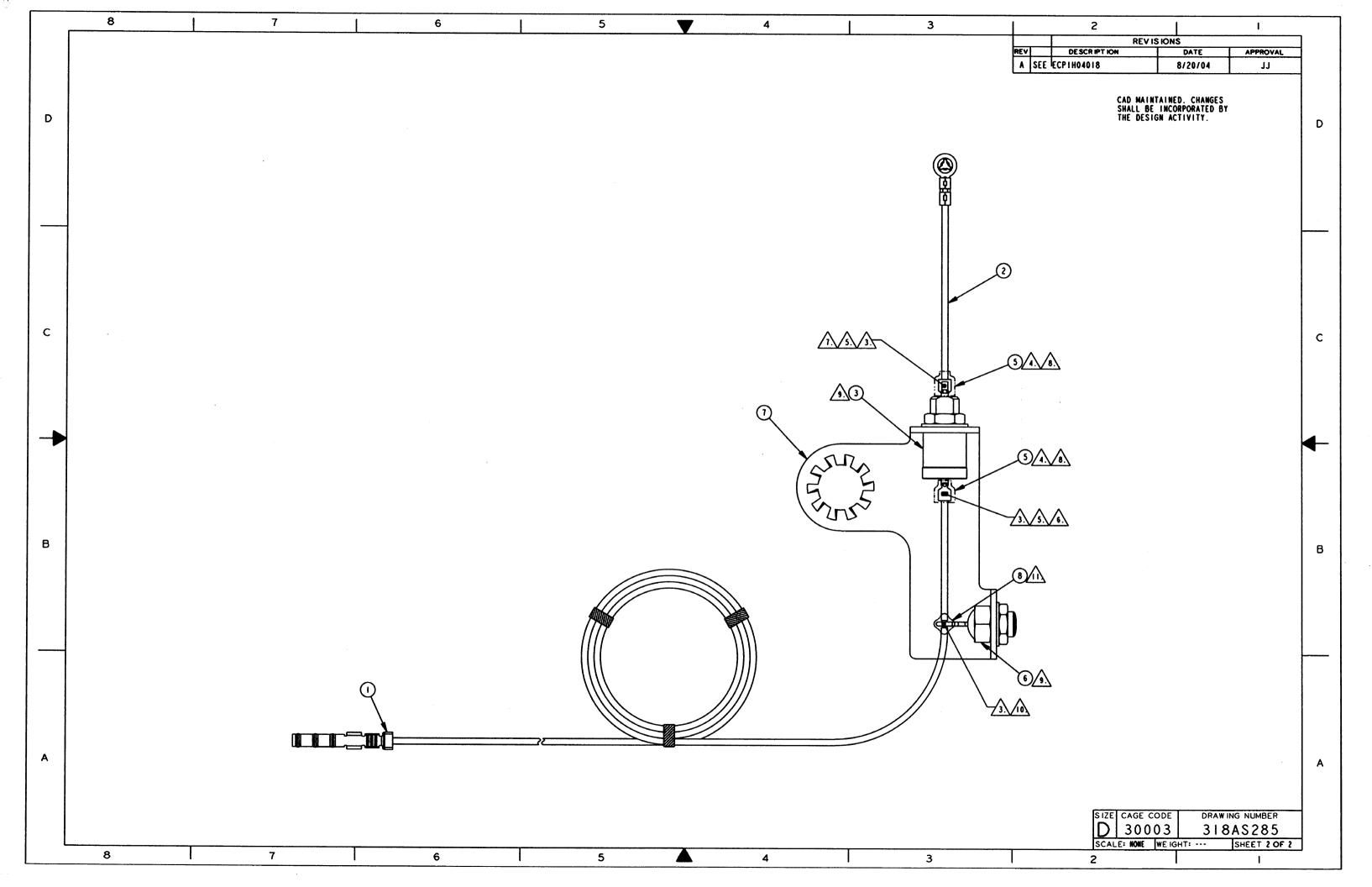
^{**} Offeror did not comply with RFP instructions - was not evaluated

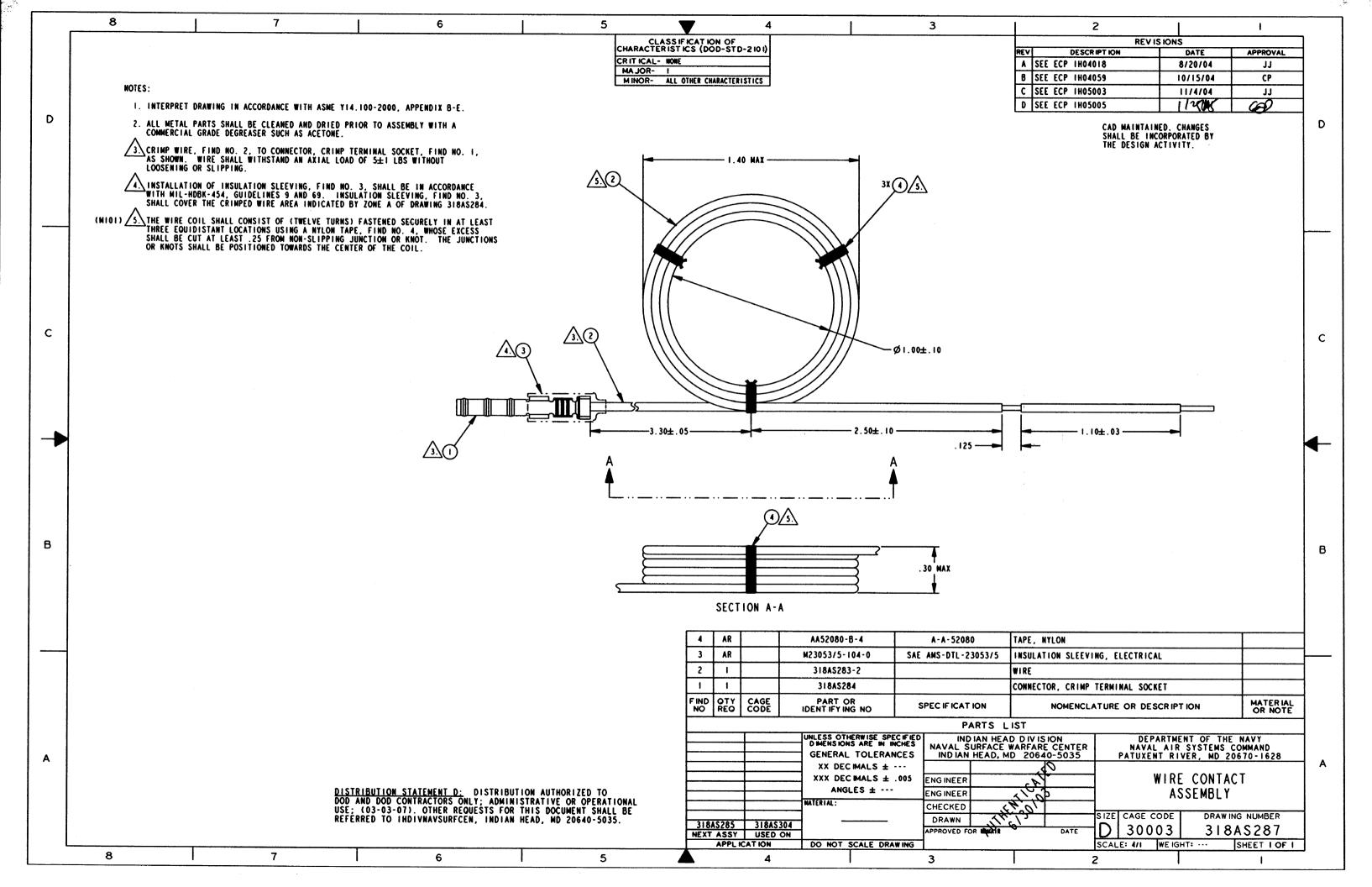


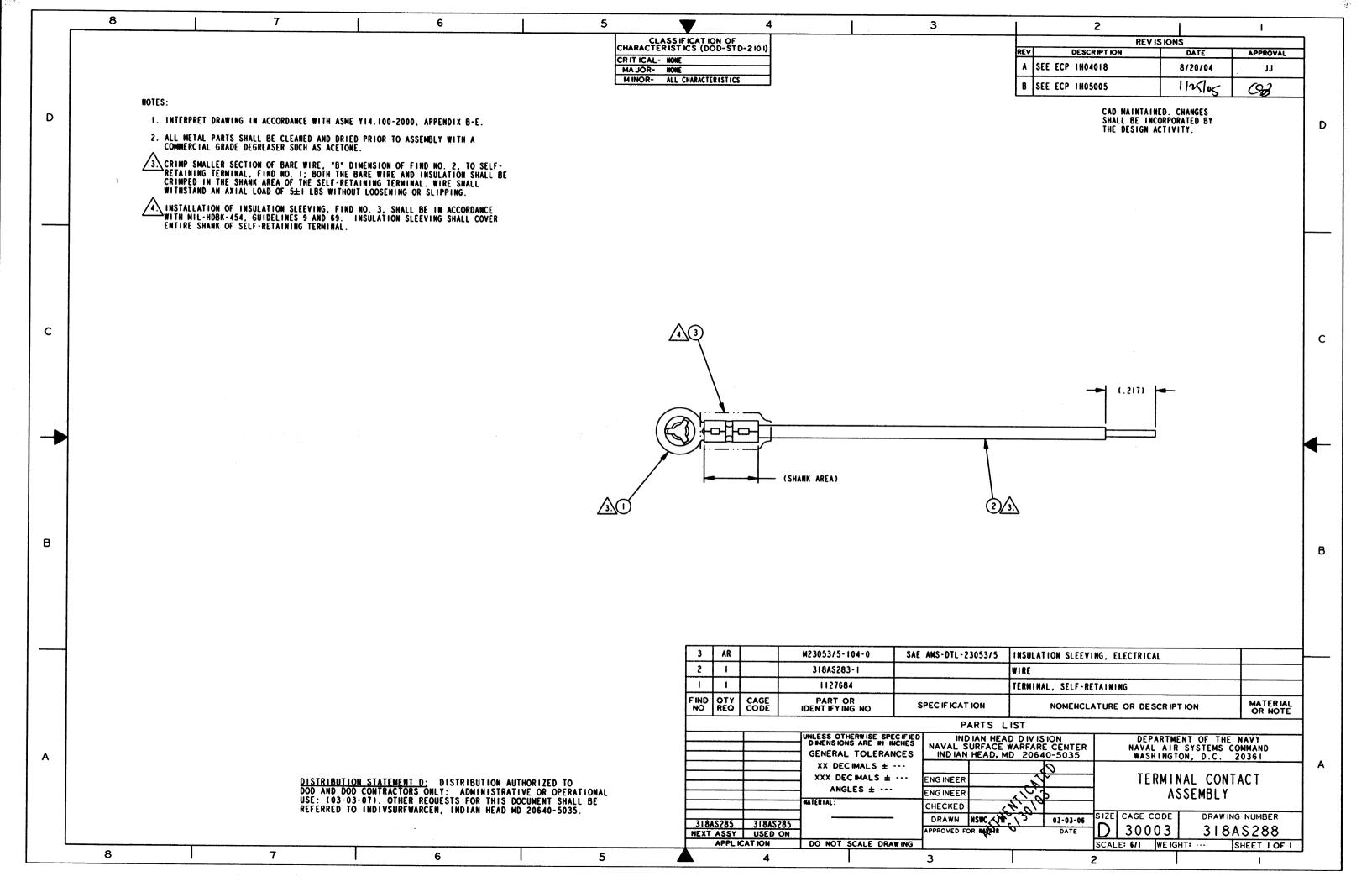


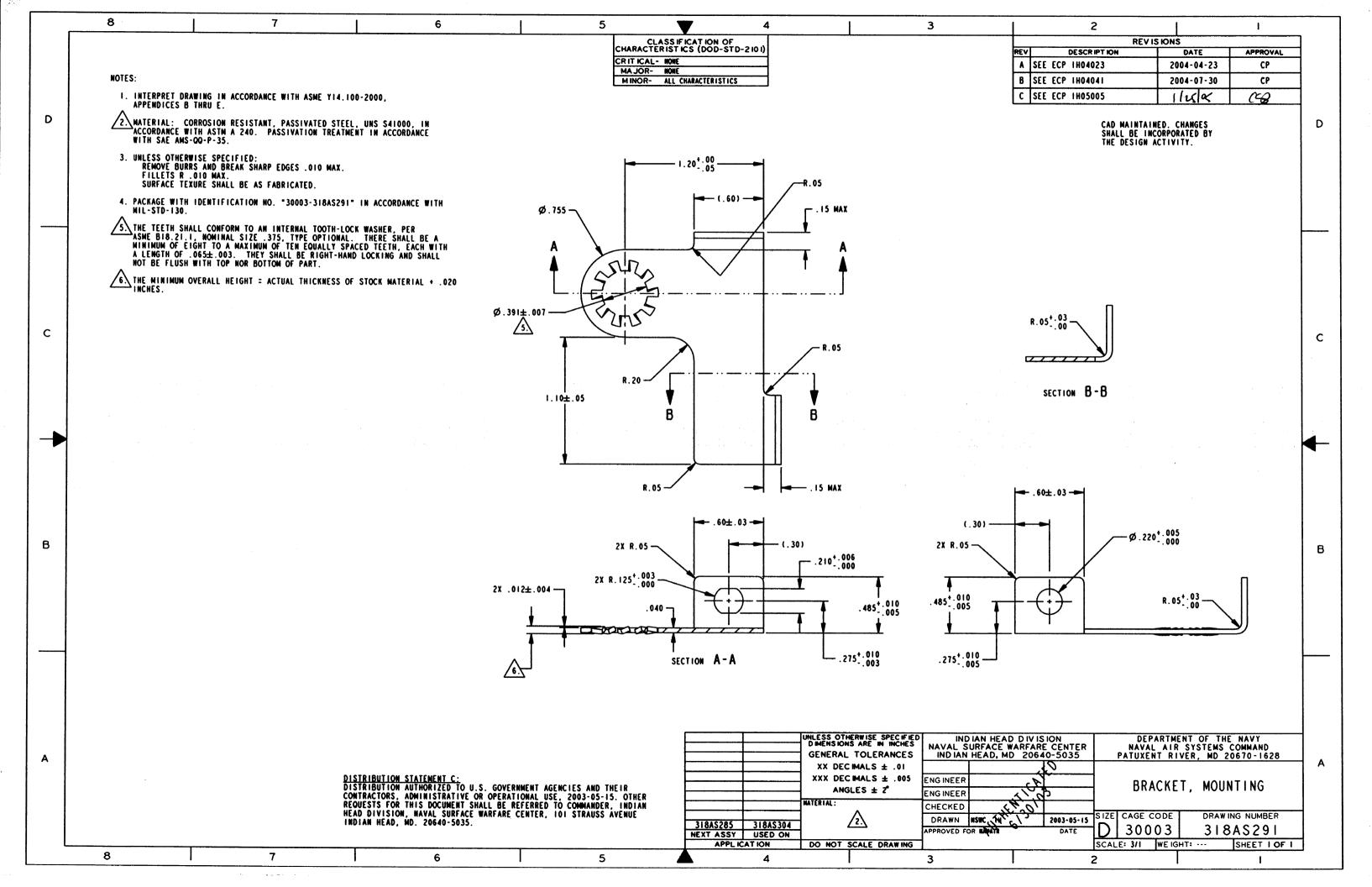


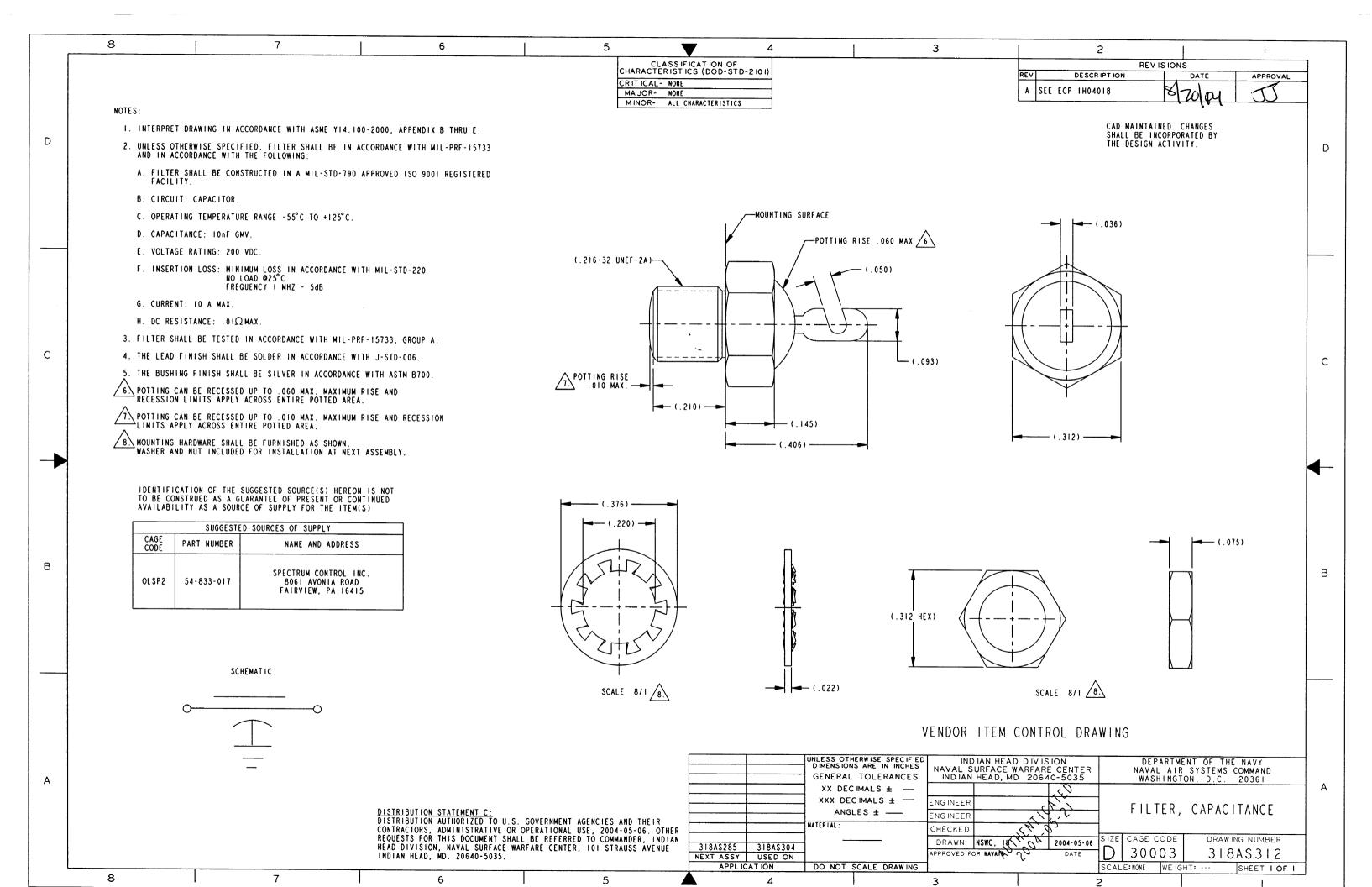












# PAST PERFORMANCE QUESTIONNAIRE COVERSHEET

# FOR SOLICITATION NUMBER N00174-05-R-0012

Offeror's Name:
***********************
Name of agency/activity completing questionnaire:
Name and title of the person completing questionnaire:
Length of time your agency/activity has been involved with the offeror:
SUBMIT PAST PERFORMANCE QUESTIONNAIRE BY
NAVSEA Indian Head, Surface Warfare Center Division 101 Strauss Avenue, Bldg. 1558 Indian Head, MD 20640-5035 Attn: Samantha Gray, Contract Specialist, Code 1142I
e-mail address: samantha.gray@navy.mil
Fax: 301-744-6547
**************************************

Please use the following ratings to answer the questions.

### **EVALUATION CRITERIA**

**Excellent** - The offeror's performance was consistently superior. The contractual performance was accomplished with minor problems, to which corrective action taken by the contractor was highly effective.

**Good** - The offeror's performance was better than average. The contractual performance was accomplished with some minor problems, to which corrective actions taken by the contractor were effective. They would be willing to do business with the offeror again.

**Average-** The offeror's performance was adequate. The contractual performance reflects a problem, to which the contractor has not yet identified corrective actions. Consideration would take part in awarding a contract to the offeror again.

**Poor** - The offeror's performance was entirely inadequate. The contractual performance of the element being assessed contains problems, to which the contractor's corrective actions appear to be or were ineffective. They would not do business with the offeror again under any circumstances.

N/A - The contractual performance of the element being assessed was never a requirement, never an issue, or there is no knowledge of the element in question.

Title: REQUEST FOR DEVIATION (RFD)

Number:DI-CMAN-80640CApproval Date:20000930AMSC Number:D7389Limitation:N/ADTIC Applicable:NoGIDEP Applicable:No

Office of Primary Responsibility: D/DUSD(AT&L)SE

**Applicable Forms**: N/A

**Use, Relationships**: A Request for Deviation describes a proposed departure from (a non-conformance with) the contractually-specified configuration documentation for a specific number of units or for a specified period of time.

A Request for Deviation enables the Government to determine the impact on performance, operational readiness, logistics support or other affected areas.

This Data Item Description (DID) contains the format, content and preparation instructions for the data product resulting from the work task specified in the contract.

Data Item Description submittal in Extensible Markup Language (XML) is acceptable. An XML Document Type Definition (DTD), associated XML document template, and other information is available from <a href="http://www.geia.org/836/">http://www.geia.org/836/</a>

This DID supersedes DI-CMAN-80640B and DI-CMAN-80641B.

# **Requirements:**

- 1. <u>Reference documents.</u> The applicable issue of any documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
- 2. <u>Format and content.</u> The Request for Deviation (RFD) shall be prepared in contractor format. The RFD content shall include the consideration to be provided if the government accepts the deviation and, where applicable, the following information:
  - a. a complete description of the contract requirement affected and the nature of the deviation (non-conformance)
    - b. number of units (and serial/lot numbers) to be delivered in this configuration
  - c. any impacts to logistics support elements (such as software, manuals, spares, tools, and similar) being utilized by government personnel or to the operational use of the product
  - d. information about remedial actions being taken to prevent reoccurrence of the non-conformance

The following references may be useful in defining content: MIL-HDBK-61, Configuration Management Guidance (paragraph 4.3 and Table 4-9) and ANSI/EIA-649-1998, National Consensus Standard for Configuration Management (paragraph 5.3.4).

END OF DI-CMAN-80640C.

Form Approved OMB No. 0704-0188

Special Production Tooling List/Design Concept

2 IDENTIFICATION NUMBER

DI-ILSS-80908

3. DESCRIPTION/PURPOSE

3.1 The Special Production Tooling List/Design Concept provides a description of the manufacturer and intended use of the special tooling. 3.2 This list provides the procuring activity a basis for evaluating special tooling requirements to ensure competitive procurement of interchangeable parts.

4 APPROVAL DATE (YYMMDD) 891006

5 OFFICE OF PRIMARY RESPONSIBILITY (OPR)

64 DTK APPLICABLE

66 GIDEP APPLICABLE

A/MICOM

7. APPLICATION / INTERRELATIONSHIP

- This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.
- 7.2 This DID supersedes DI-P-1613.

8 APPROVAL LIMITATION

9a APPLICABLE FORMS

9b. AMSC NUMBER

A4841

10 PREPARATION INSTRUCTIONS

- 10.1 Format. The Special Production Tooling List/Design Concept format shall be in alpha-numeric part number order.
- 10.2 Content. The Special Production Tooling List/Design Concept shall include the following for each special tool required to manufacture interchangeable parts:
  - Tool part number. a.
  - Name and address of manufacturer. b.
  - Physical description.
- d. Functional description which shall also include a sketch of the area of the end item where the special tooling shall be used.
  - e. Commercial and Government Entity (CAGE) code.
  - f. Potential user (identify all anticipated users in production).
  - g. Planned production rate for tool to support.

(Continued on Page 2)

#### 11 DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A:

Approved for public release; distribution is unlimited.

# Block 10, Preparation Instructions (Continued)

- h. Quantity of tools required to support total production effort.
- i. Equipment options (including cost).
- j. Concept sketch of tool.
- k. Acquisition schedule.

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- 1. Alternatives considered.
- (1) Commercial equipment compared to proposed special tooling design.
- (2) Tooling used during validation stage or modification to existing special production tooling.
- m. Cost effectiveness of proposed tooling compared to the use of alternatives for:
  - (1) Design.
  - (2) Fabrication.
  - (3) Proofing cost of the special tooling.
  - n. Estimated life of tool during production.
- o. Future use. State whether the special tooling shall be used "as is" for production, modified for production or replaced for production. Include the following:
  - (1) Rationale for modifications and replacements.
- (2) Special requirements needed if modifications are made to the special tooling.

Title: TECHNICAL REPORT - STUDY/SERVICES

Number: **DI-MISC-80508A** Approval Date: 7 November 2000

Office of Primary Responsibility: G/TS-ALS

GIDEP Applicable: No Applicable Forms: No

AMSC Number: G7408

DTIC Applicable: Defense Technical Information Center (DTIC), 8725 John J. Kingman Rd.,

Ste. 0944, Ft. Belvoir, VA 22060-6218

# **Use/Relationship**

A technical report provides fully documented results of studies or analyses performed. This data item description contains the format and content instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

This DID supersede DI-MISC-80508.

# **Requirements:**

### 1. Format.

- (a) The report and all attachments shall be typewritten, or otherwise clearly lettered, and shall be duplicated using non-fading ink.
  - (b) Text shall be prepared on standard letter size paper (8 1/2" x 11").
- (c) When attachments are included, they shall be fully identified, referenced in the text, and folded to conform to the size paper used in the report.
- (d) Security classification and distribution markings shall conform to the requirements of the contract, purchase description and security requirements checklist, as applicable.

### 2. Content.

- (a) Title Page Identifies the report by providing contract number, project name or purchase description title, task number, and reporting period.
- (b) Table of Contents
- (c) Section I Includes the following:
  - (1) Introduction
  - (2) Summary A brief statement of results obtained from the analytic effort.
  - (3) Conclusions and their condensed technical substantiation's.
- (d) Section II A complete and detailed description of the analytic results which led to the conclusions stated in Section I above.

Form Approved OM8 No. 0704-0188

# DATA ITEM DESCRIPTION

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Artington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.

1. TITLE

2. IDENTIFICATION NUMBER

CERTIFICATE OF COMPLIANCE

DI-MISC-81356

### 3. DESCRIPTION / PURPOSE

3.1 The Certificate of Compliance will attest that the contractor has provided the parts/items that complies with all the technical and quality requirements and that the contractor has not deviated from the contract requirements.

4. APPROVAL DATE (YYMMDD) 930720 5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

N/SPCC 8733

## 7. APPLICATION/INTERRELATIONSHIP

7.1 This data item description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

N6949

### 10. PREPARATION INSTRUCTIONS

- 10.1 Format. The Certificate of Compliance shall be prepared in a format similar to that of Figure 1.
- 10.2 Content. The Certificate of Compliance shall contain:
  - a. Contractor, address, phone number and date.
  - b. The Contract issuing agency's purchase order number.
  - c. The National Stock Number(s) (NSN).
  - d. Item Nomenclature (noun name) of the item purchased.
  - e. Contractor's or authorized personnel's signature.
  - f. A statement to the effect that all items furnished on the contract are in full compliance with the specifications and requirements.

Continue on Page 2 of 2 Pages

#### 11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: APPROVED FOR PUBLIC RELEASE; DISTRIBUTION IS UNLIMITED.

# DI-MISC - 81356

# Block 10. Preparation Instructions (continue)

# CERTIFICATE OF COMPLIANCE

From:							
	Name of Firm						
Address:							
Phone:	()						
Dates							
To: Ships Parts Control Center Attn: Code 875 5450 Carlisle Pike P.O. Box Mechanicsburg, PA 17055-0788							
SPCC Contract/Purchase Order Number:							
National Stock Number:							
Item Nomenclature:							
All items furnished on this contract are in full compliance with all specification and contract requirements.							
Quali	ty Assurance Manager						
Se	nior Official						

NOTE: The recording of false, fictitious or fraudulent statements or entries on this document may be punished as a felony under Federal Statutes.

Figure 1 - Sample format for Certificate of Compliance

Page 2 of 2 Pages

Form Approved OMB No. 0704-0188

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1. TITLE

2. IDENTIFICATION NUMBER

First Article Qualification Test Plan

DI-NDTI-81307

## 3. DESCRIPTION/PURPOSE

3.1 To establish test procedures, test equipment, and the inspection criteria that will be used by the contractor for first article qualification.

4. APPROVAL DATE (YYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

930125

G/V

### 7. APPLICATION/INTERRELATIONSHIP

- 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data product generated by the specific and discrete task requirement as delineated in the contract.
- 7.2 This DID supersedes DI-T-5315A.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

G6883

# 10. PREPARATION INSTRUCTIONS

- 10.1. Content. This test plan shall include the following:
  - a. Purpose of test.
  - b. Applicable documents.
  - c. Description of units to be tested.
  - d. Test description to include the following:
- (1) Step-by-step procedures which are to be followed by the operator when performing each test.
- (2) Define readings to be taken, settings to be used, and description of the test equipment, including commercial identification.
- Format. The plan may be submitted in the contractor's format. 10.2

(Continued on Page 2)

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

16.
Block 10, Preparation Instructions (Continued)

- (3) Drawings, schematics, photographs, etc., of noncommercial fixtures and testers necessary for test evaluation
- e. Inspection criteria that defines the minimum performance requirements that the unit under test must meet in order to be considered acceptable to the Government. This shall include, as a minimum, worst case prime power inputs, worst case signal level and timing inputs, and signal level and timing outputs.

Form Approved OMB No. 0704-0188

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1. TITLE

2. IDENTIFICATION NUMBER

Failure Anaylsis and Corrective Action Report

DI-RELI-

81315

#### 3. DESCRIPTION/PURPOSE

3.1 Provides immediate reporting of failure and subsequent details failure analysis results and corrective action recommendation.

4. APPROVAL DATE (YYMMDD)

5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)

G/Y224

6a. DTIC APPLICABLE

6b. GIDEP APPLICABLE

930125

7. APPLICATION/INTERRELATIONSHIP

- 7.1 This Data Item Description (DID) contains the format and content preparation instructions for the data resulting from the work task as described by MIL-STD-781D and MIL-STD-785B.
- 7.2 This DID supersedes DI-R-5299C.

8. APPROVAL LIMITATION

9a. APPLICABLE FORMS

9b. AMSC NUMBER

G6891

## 10. PREPARATION INSTRUCTIONS

- 10.1 Reference documents. The applicable issue of the documents cited herein, including their approval dates and dates of any applicable amendments, notices, and revisions, shall be as specified in the contract.
- 10.2 Content. The report shall contain the following:
  - a. Failure Analysis Report Number. (See 10.5)
  - b. Contract number.
  - c. Equipment title.
  - d. Equipment serial number.
  - e. Date of failure.
  - f. Test failed.
  - g. Effect on equipment.

(Continue on Page 2)

11. DISTRIBUTION STATEMENT

DISTRIBUTION STATEMENT A: Approved for public release; distribution is unlimited.

## 10. PREPARATION INSTRUCTIONS (Continued)

- h. Total test time at failure.
- 10.3 Preliminary Report. Content and format shall be as follows:

# 10.3.1 Content.

- a. Originator of the report.
- b. Date of the failure.
- c. Date of the report.
- d. Contractor's name.
- e. Failure Analysis Report Number. (See 10.5)
- f. Contract number.
- g. Equipment, title, part number, and serial number.
- h. Assembly title, part number, and serial number.
- i. Subassembly title, element or module title, part number, and serial number.
- j. Part name, part number, serial number, date code, and manufacturer.
- k. Name and specification of test failed.
- 1. Elapsed time and phase of test failed.
- m. Total operation time of unit at time of failure.
- n. Failure symptoms.
- o. Failure mode.
- p. Classification failure (independent or dependent).
- q. Type of failure from Failure Keyword List. (See 10.7)
- r. Disposition of failed item.
- s. Any supplemental information relating to the failure (i.e., any internal contractor assessments, records, reports, correspondence, etc.).
- 10.3.2 Format. The report may be handwritten and legible.

# D. PREPARATION INSTRUCTIONS (Continued)

## 10.4 Final Report

- 10.4.1 Content. The final report shall contain the items required in the Preliminary Report and the following additional items shall be included:
  - a. Reference-Failure Analysis Report Number (see 10.5)
  - b. Failure Analysis methods.
  - c. Failure Analysis results.
  - d. Statement as to whether this is a pattern failure. If it is, the reports of the other failure(s) will be referenced.
  - e. Corrective action:
    - (1) Action on individual equipment failure.
    - (2) Measures to prevent other failures.
- 10.4.2 Format. The same format may be used for both Preliminary report and Final report.

# 10.5 Failure Analysis Number

- a. Format. In accordance with the format code: X N T F1 -F2
  - (1). X is the equipment type number.
  - (2). N is the sequential failure number.
  - (3). T is the test phase in which the failure occurred.
    - (a) T=A for acceptance test.
    - (b) T=B for subassembly test.
    - (c) T=C for receiving inspection.
    - (d) T=D for reliability test.
    - (e) T=E for qualification test.
    - (f) T=F for system/equipment burn-in.
    - (g) T=G for system integration.
- (4). Fl is the total number of failures of the same part number (i.e., resistor, capacitor, inductor, transistor, etc.) manufactured by the same vendor.

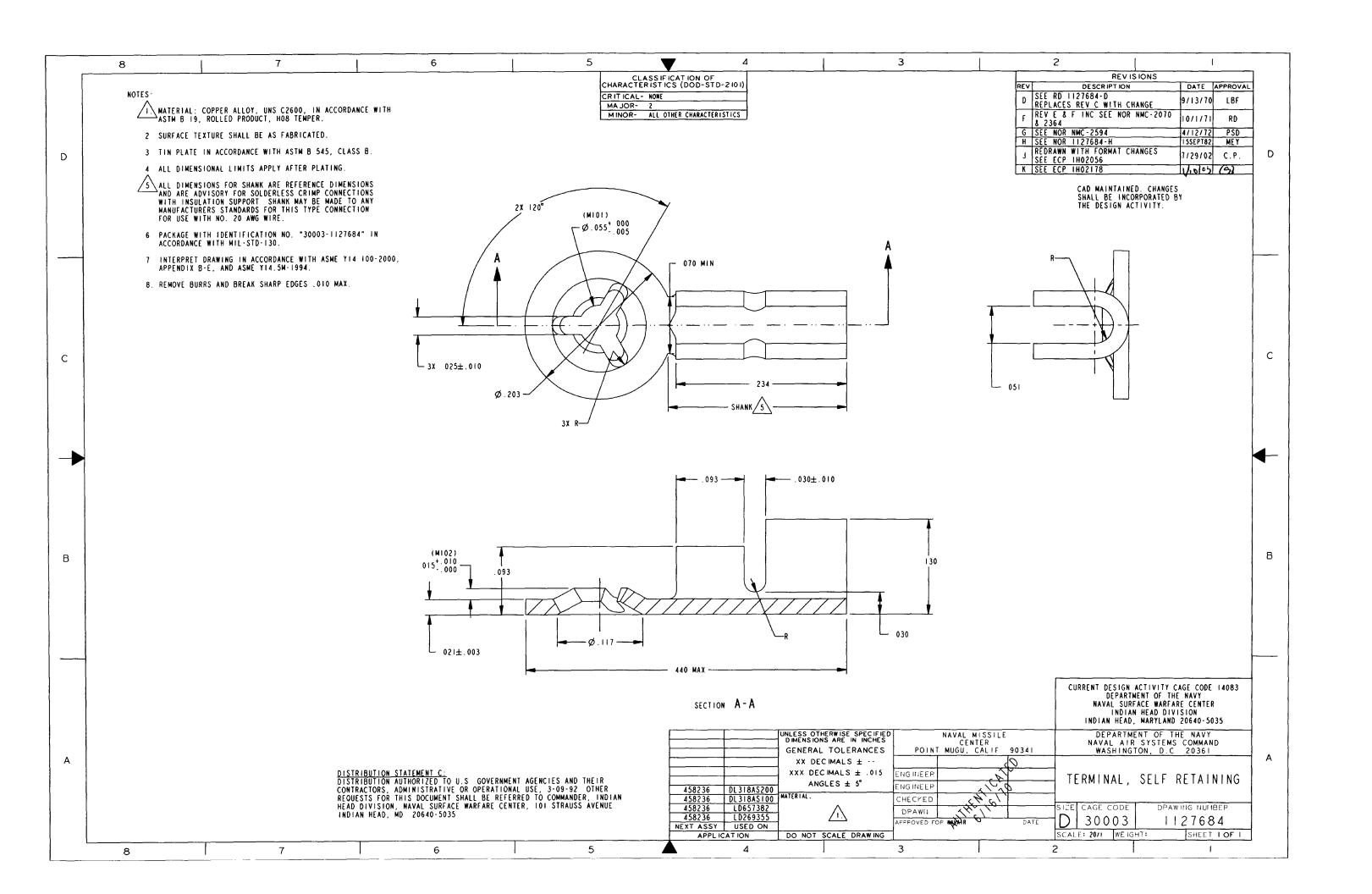
## 10. PREPARATION INSTRUCTIONS (Continued)

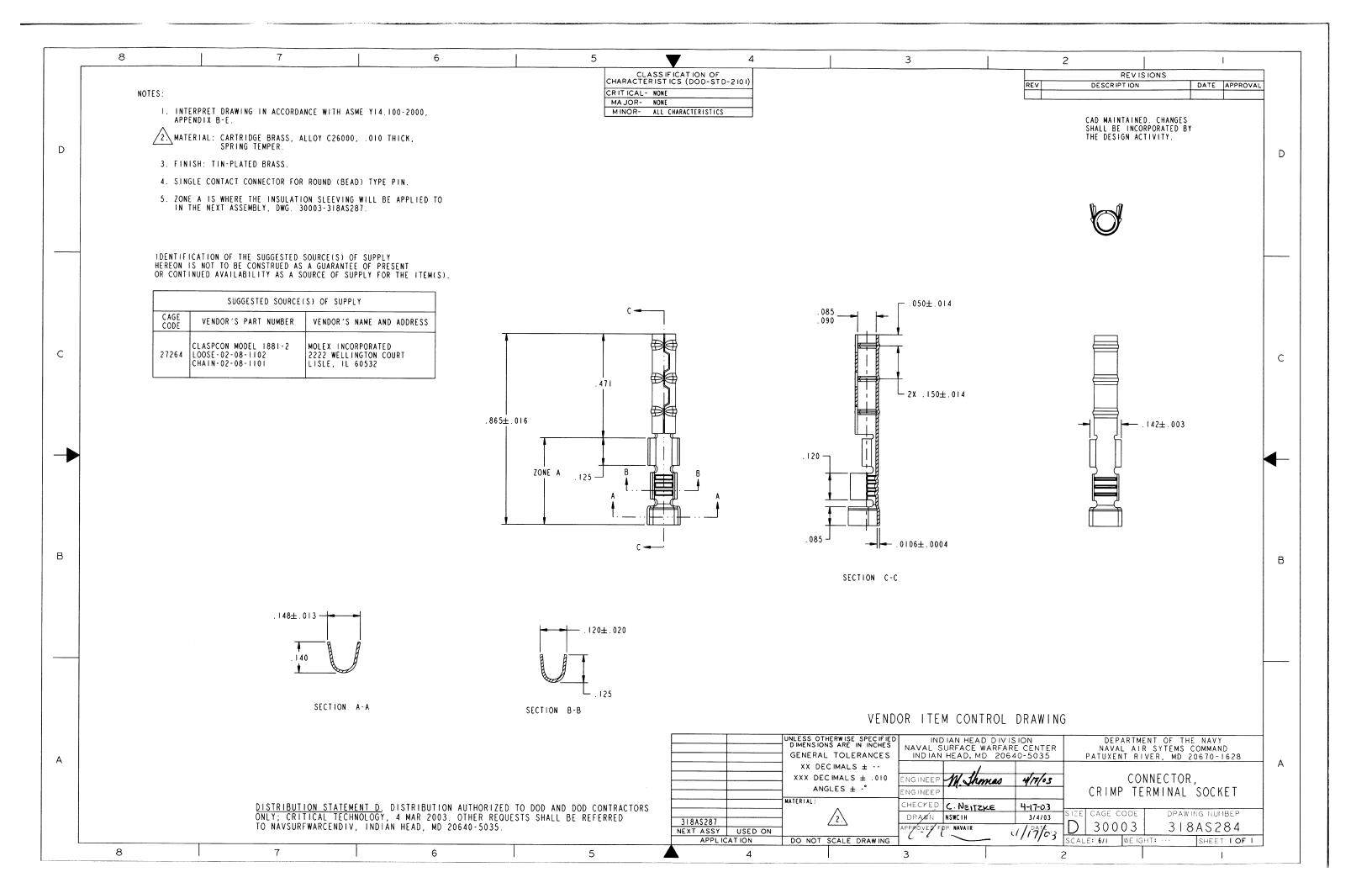
- (5). F2 is the total number of occurances of a specified failure mechanism of the same part number manufactured by the same vendor.
- 10.6 Nonrelevant and Unverified Failures. Nonrelevant and unverified failures shall not have the Fl and F2 numbers assigned because these types of failures do not relate to a part type failure. Instead, these failures shall be coded as "NR" for a nonrelevant failure and "UV" for an unverified failure.

## 10.7 Failure Keyword List.

## 10.7.1 Content. The content shall include:

- (1) Workmanship.
- (2) Handling.
- (3). Process.
- (4). Design.
- (5). Marking.
- (6). Test Equipment.
- (7). Contamination.
- (8). Open Bond Wire.
- (9). Electrical Short.
- (10). Electrical Open.
- (11). Software.
- (12). Mechanical.
- (13). Nonrelevant.
- (14). Under Investigation.
- (15). Unknown.
- (16). Unverified.
- (17). Glitch.
- (18). Testing Error.
- (19). Tolerance.





# **CONTRACT DATA REQUIREMENTS LIST**

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send commands regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

CONTRACT LINE ITEM NO.		B. EXHIBIT A.		C. CATEGORY:						
			A TDP 1		TM	M OTHER X				
D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONT					RACTOR					
MK 71 ROCKET MOTOR										
1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTI A001 REQUEST FOR DEVIATION (RFD)						3. SUBTII	LE			
4.AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE							6. REQUIRING OFFICE			
DI-CMAN-80640C SOW 3.1.1					NAVSURFWARCEN, CODE 2310					
7. DD 250 REQ	9 DIST STATEMENT	1	10. FREQUENCY 12. DATE OF FIRST SUBMISSION			14. DISTRIBUTION				
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8. APP CODE			. AS OF DATE				a. ADDRESSEE		FINAL	
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# CONTRACT DATA REQUIREMENTS LIST

Form Approved OMB No. 0704-0188

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DD FORM 1423-1, JUN 90

I. APPROVED BY

17. Price Group

G. PREPARED BY

H. DATE

2005-04-05

Previous editions are obsolete.1161/183

15. Total

Attachment (F)

J. DATE

18. Estimated Total Price

18. Estimated Total Price

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send commands regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E. CONTRACT LINE ITEM NO. B. EXHIBIT A. C. CATEGORY: TDP TM OTHER X D. SYSTEM/ITEM F. CONTRACTOR E. CONTRACT/PR NO. MK 71 ROCKET MOTOR 1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE A003 SPECIAL PRODUCTION TOOLING LIST/DESIGN CONCEPT 4.AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE DI-ILSS-80908 SOW 3.1.3 NAVSURFWARCEN, CODE 2310 7. DD 250 RFQ 9 DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION DISTRIBUTION 14. LT REQUIRED OTIME SEE BLK 16 b. COPIES 8. APP CODE 11. AS OF DATE 13. DATE SUBSEQUENT SUBMISS a. ADDRESSEE FINAL N/A Reg Repo N/A N/A SEE BLOCK 16 16. REMARKS BLK 8: A draft copy is due 30 days after contract award. The requiring office will Code 2310A 1 1 submit a response within 5 business days after the receipt of the draft. Code 4120T 1 1 BLK 12: This data item (Special Production Tooling List/Design Concept) must be submitted to and approved by the requiring office prior to performing any inspections or tests where the results of these inspections or tests will be used for motor tube Acceptance. The final copy is to be submitted 5 business days after receipt of government-approved draft. BLK 14: The following address should be used for the distribution of this data item to the first three addressees. The "attn:" code shall change appropriately to correspond to the addressees listed in block 14a. Note: electronic copies preferred. Commander Naval Surface Warfare Center, Indian Head Division 101 Strauss Avenue Indian Head, Maryland 20640-5035 Attn: Code 2310A 2 15. Total G. PREPARED BY H. DATE I. APPROVED BY TIMOTHY APPLEBY, CODE 2310A 2005-04-05 DD FORM 1423-1, JUN 90 Previous editions are obsolete. Attachment (F) 17. Price Group

Form Approved OMB No. 0704-0188

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18. Estimated Total Price

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DD FORM 1423-1, JUN 90

Previous editions are obsolete.1161/183

Attachment (F)

17. Price Group

18. Estimated Total Price

## PAST PERFORMANCE MATRIX

References	\$ Value of Contract	Work Description	Contract Completed on Time YES / NO	Contract Completed at Cost YES / NO (if no % of overrun)	Provide Explanation for NO answers

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

## Past Performance Questionnaire Interview Sheet

	EXCELLENT	GOOD	AVERAGE	POOR	N/A
CUSTOMER SATISFACTION	H	0	A	П	
The referenced contractor was responsive to the customer's needs.					
The contractor's personnel were qualified to meet the requirements.					
The contractor's ability to accurately estimate cost.					
<u>TIMELINESS</u>					
The contractor's ability to ensure, to the extent of its responsibility, that all tasks were completed within the requested time frame.					
TECHNICAL SUCCESS					
The contractor has a clear understanding of the tasks detailed in the SOW and/or delivery orders.					
The contractor's ability to complete tasks correctly the first time.					
The contractor's ability to resolve problems.					
PROGRAM MANAGEMENT					
Did the contractor successfully manage its subcontractors?					
Was the contractor's management effective in controlling cost, schedule and performance requirements?					
QUALITY					
The contractor's quality and reliability of services/ products delivered.					

## PLEASE PROVIDE SUBJECTIVE RESPONSES FOR THE FOLLOWING:

1. Would you recommend this contractor for similar Government contracts? Please explain:

2. Have you experienced special or unique problems with the referenced contractor that the Government should be aware of in making our decision?

## Statement of work - Zuni Ignition Circuit

## 1. SCOPE OF WORK

## 1.1 Purpose

The purpose of this document is to establish the requirements for fabrication, test, and inspection for the Ignition Circuit Assembly per top assembly Drawing 318AS285 and all supporting drawings/documents for the MK 71 MOD 2 Zuni Rocket Motor.

#### 1.2 Documentation

This statement of work sets forth requirements for the following documentation:

- a. Requests for Deviation
- b. Discrepancy Reports
- c. Certificates of Compliance
- d. Test Reports

## 2. APPLICABLE DOCUMENTS

2.1 The following documents of the issue in effect on the date of award form a part of this statement of work to the extent specified herein:

## Specifications:

ASTM B 19	Copper Alloy, Rolled Product, H08 Temper
ASTM B 545	Tin Plating, Class B
MIL-STD-130	Identification Marking of U.S. Military Property
IPC J-STD-001	Requirements for Soldered Electrical and Electronic Assemblies
MIL-PRF-15733	Filters and Capacitors, Radio

Frequency Int	erference,	General
Specification	For	

	Specification For
IPC J-STD-006	Requirements for Electronic Grade Solder Alloys and Fluxed and Non- Fluxed Solid Solders for Electronic Soldering Applications
ASME B18.21.1	Lock Washers (Inch Series)
MIL-STD-790	Standard Practice for Established Reliability and High Reliability Qualified Products List (QPL) Systems for Electrical, Electronic, and Fiber Optic Parts Specifications
MIL-HDBK-454	General Guidelines for Electronic Equipment
SAE-AMS-QQ-P-35	Passivation Treatments for Corrosion Resistant Steel
ASTM-A-240	Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications
SAE-AMS-DTL-23053	Insulation Sleeving, Electrical, Heat Shrinkable, Polyolefin, Flexible, Crosslinked
MIL-STD-220	Test Method Standard, Method of Insertion Loss Measurement
ASTM-B-700	Electrodeposited Coatings of Silver for Engineering Use
ASTM-B-19	Cartridge Brass Sheet, Strip, Plate, Bar, and Disks
SAE-AMS-S-8802	Sealing Compound, Temperature Resistant, Integral Fuel Tanks and Fuel Cell Cavities, High Adhesion
A-A-52080	Tape, Lacing and Tying, Nylon

MIL-STD-202	Test Method Standard for Electronic and Electrical Component Parts				
MIL-STD-2073	Standard Practice for Military Packaging				
ANSI/ASQC Q9002	Quality Systems - Model for Quality Assurance in Production. Installation, and Servicing				
ANSI/ASQ Q9003	Quality Systems - Model for Quality Assurance in Final Inspection and Test				
Engineering Drawing	s:				
318AS285, Revision	B Wire Assembly, Ignition Circuit				
318AS287, Revision	D Wire Contact Assembly				
318AS288, Revision	B Terminal Contact Assembly				
318AS291, Revision	C Bracket, Mounting				
318AS312, Revision	A Filter, Capacitance				
318AS281, Revision	A Low Pass Filter				
318AS283, Revision	C Wire				
318AS284, No Revisi	on Connector, Crimp Terminal Socket				
1127684, Revision K	Terminal, Self-Retaining				
Data Item Descripti	ons:				

DI-CMAN-80640 Request for Deviation (RFD)

DI-RELI-81315 Failure Analysis and Corrective Action Report

DI-ILSS-80908 Special Production Tooling List/Design Concept

DI-NDTI-81307 First Article Qualification Test Plan

DI-MISC-81356 Certificate of Compliance

DI-MISC-80508A Technical Report - Study/Services

(Application for copies should be addressed to the Superintendent of Documents, Government Printing Office, Washington, D.C. 20420)

#### 2.1.1 Source of Government Documents:

Copies of specifications, standards, and publications required by suppliers in connection with specific procurement functions should be obtained from:

#### Commander

U.S. Naval Publications and Form Center 5801 Tabor Avenue Philadelphia, PA 19120

Copies of drawings required by suppliers of material defined by this statement of work should be obtained from:

#### Commander

Naval Surface Warfare Center/Indian Head Division 101 Strauss Avenue Indian Head, MD 20640

Attn: Ruth Adams, Code 1142, Building 1558

#### Commander

Naval Surface Warfare Center/Indian Head Division 101 Strauss Avenue Indian Head, MD 20640 Attn: Tim Appleby, Code 2310A, Building 526

#### Commander

Naval Surface Warfare Center/Indian Head Division 101 Strauss Avenue Indian Head, MD 20640 Attn: Michelle Thomas, Code 4120T, Building D-340

## 3. REQUIREMENTS

#### 3.1 Documentation

#### 3.1.1 Request for Deviations

The contractor shall prepare requests for deviations as necessary to request proposed changes to the specified engineering requirements or to document the as-built configuration. The government shall respond to the RFD within five business days of RFD receipt. Request for deviations are a deliverable per CDRL A001.

#### 3.1.2 Discrepancy Reports

Within 5 days of identifying a discrepancy to the drawing, SOW, or contract requirements, the contractor shall prepare and submit a discrepancy report describing the trouble observed and proposed corrective actions. The government shall respond to the Discrepancy Report within five business days of receipt. Discrepancy reports are a deliverable per CDRL A002.

#### 3.1.3 Fixtures/Special Test Equipment

The offeror shall design and fabricate any fixtures needed for the manufacture of the ignition circuit wire assemblies or special equipment needed for testing of the ignition circuit wire assemblies. Within 30 days after contract award, the offeror shall prepare and submit a documentation package (including drawings) for all fixtures and/or special test equipment needed to manufacture/ test the ignition circuit wire assemblies. The procuring activity will submit a response within 5 days. The final copy is to be submitted within 5 business days after receipt of government-approved draft. The fixture/special test equipment documentation package is a deliverable per CDRL A003.

#### 3.1.4 Quality Assurance Test Plan

Within 30 days after contract award, the offeror shall submit a quality assurance test plan for the procuring activity's review/ approval. The procuring activity will submit a response within 10 days. The contractor shall submit a final approved version of the quality assurance test plan within 5 days after receipt of a government-approved draft. The offeror shall ensure that the delivered ignition circuit wiring assemblies were evaluated using acceptance test and inspection procedures called out in this QA test plan. All testing must be performed as

stated in the referenced drawings/specifications. The QA test plan is a deliverable per CDRL A004.

#### 3.2. FIRST ARTICLE PRODUCTION/TESTING

The purpose of the first article production is to ensure that the Zuni ignition circuit wiring assembly manufactured by the offeror will meet the specification requirements. The first 500-ignition circuit wire assemblies manufactured will be used for first article testing. If these pass all first-article test requirements, the assemblies can be included in the base year production delivery.

NOTE: Any offeror that has completed and passed the first article testing and Zuni ignition circuit wiring assembly production has not been shut down for more than two consecutive years can waive the requirements of Section 3.2 in this statement of work.

#### 3.2.1 Government Furnished Material

The Connector, Crimp Terminal Socket (Drawing 318AS284, No Revision) and Terminal, Self-Retaining (Drawing 1127684, Revision K) are procured as separate line items in this contract. The Connector, Crimp Terminal Socket and Terminal, Self-Retaining shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawings 318AS284 and 1127684, respectively. These terminals shall be provided as Government Furnished Material (GFM) to the offeror who is awarded the ignition circuit assembly line item in this contract.

#### 3.2.2 Wire Contact Assembly

The wire contact assembly shall be manufactured in accordance with Drawing 318AS287, Revision D. The crimp terminal socket connector (Drawing 318AS284) shall be crimped to the wire using a Molex brand crimper with a part number 63811-3200 or equivalent. This crimper can be found on web site <a href="www.molex.com">www.molex.com</a>. The pull test shall be a critical characteristic with 100% of the assemblies tested. Please note: this is a change from Note 3 of Drawing 318AS287. The wire contact assemblies shall have a Certificate of Compliance deliverable per CDRL A005 for the

requirements of Drawing 318AS287 and a test report deliverable per CDRL A006.

#### 3.2.3 Terminal Contact Assembly

The terminal contact assembly shall be manufactured in accordance with Drawing 318AS288, Revision B. The self-retaining terminal (Drawing 1127684) shall be crimped to the wire using a Molex brand crimper with a part number 63811-2200 or equivalent. This crimper can be found on web site <a href="www.molex.com">www.molex.com</a>. The pull test shall be a critical characteristic with 100% of the assemblies tested. Please note: this is a change from Note 3 of Drawing 318AS288. The terminal contact assemblies shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS288 and a test report deliverable per CDRL A006.

#### 3.2.4 Mounting Bracket

The mounting bracket shall be manufactured in accordance with Drawing 318AS291, Revision C. The mounting brackets shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS291.

#### 3.2.5 Capacitance Filter

The capacitance filter shall be manufactured in accordance with Drawing 318AS312, Revision A. The capacitance filter shall be subjected to the critical electrical test requirements on Note 12B of Drawing 318AS285. The 100% electrical data from fifty random capacitance filters taken out of the 500 first article sample shall be a deliverable in a test report per CDRL A006. The remaining capacitance filters shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS312 and 318AS285.

#### 3.2.6 Low Pass Filter

The low pass filter shall be manufactured in accordance with Drawing 318AS281, Revision A, Sheets 1-2. The low pass filter shall be subjected to the critical electrical test requirements on Note 12A of Drawing 318AS285. The 100% electrical data from fifty random low pass filters taken out of the 500 first article sample shall be a deliverable in a test report per CDRL A006. The

remaining low pass filters shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS281 and 318AS285.

Note: Spectrum Control is the only qualified vendor for the low pass filter. Any other offerors for this filter must pass the qualification testing called out in Note 3 of Drawing 318AS281 at the offeror's expense.

## 3.2.7 Wire Assembly, Ignition Circuit

The ignition circuit wire assembly shall be manufactured in accordance with Drawing 318AS285, Revision B. Rubber stamp identification number "30003-318AS285-B", lot number, and serial number on each unit (placed on top side of mounting bracket between both filters) with .09 characters in accordance with MIL-STD-130. The ignition circuit wire assembly shall be subjected to the critical electrical test requirements on Note 12C of Drawing 318AS285. The 100% electrical data from fifty random ignition circuit wire assemblies taken out of the 500 first article samples shall be a deliverable in a test report per CDRL A006. The remaining ignition circuit wire assemblies shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS285.

#### 3.2.8 Packaging

Packaging of the ignition circuit wiring assemblies shall be in accordance with Method 41 (water/vapor-proof bag, sealed) of MIL-STD-2073 using Level B packing requirements.

#### 3.3 Production Work

The contractor shall fabricate, test, and inspect the Ignition Circuit Assembly per top assembly Drawing 318AS285 and all supporting drawings/documents. The contractor shall design and fabricate/procure special tooling to manufacture, test, and inspect the ignition circuit assemblies and provide data as detailed herein.

#### 3.3.1 Government Furnished Material

The Connector, Crimp Terminal Socket (Drawing 318AS284, No Revision) and Terminal, Self-Retaining

(Drawing 1127684, Revision K) are procured as separate line items in this contract. The Connector, Crimp Terminal Socket and Terminal, Self-Retaining shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawings 318AS284 and 1127684, respectively. These terminals shall be provided as Government Furnished Material (GFM) to the offeror who is awarded the ignition circuit assembly line item in this contract.

## 3.3.2 Wire Contact Assembly

The wire contact assembly shall be manufactured in accordance with Drawing 318AS287, Revision D. The crimp terminal socket connector (Drawing 318AS284) shall be crimped to the wire using a Molex brand crimper with a part number 63811-3200 or equivalent. This crimper can be found on web site <a href="https://www.molex.com">www.molex.com</a>. The pull test shall be performed using the following sampling plan: randomly select 50 subassemblies out of every 500 subassemblies manufactured and subject them to a 5-pound pull test. Please note: this is a change from Drawing 318AS287. The wire contact assemblies shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS287.

#### 3.3.3 Terminal Contact Assembly

The terminal contact assembly shall be manufactured in accordance with Drawing 318AS288, Revision B. The self-retaining terminal (Drawing 1127684) shall be crimped to the wire using a Molex brand crimper with a part number 63811-2200 or equivalent. This crimper can be found on web site <a href="https://www.molex.com">www.molex.com</a>. The pull test shall be performed using the following sampling plan: randomly select 50 subassemblies out of every 500 subassemblies manufactured and subject them to a 5-pound pull test. Please note: this is a change from Drawing 318AS287. The terminal contact assemblies shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS288.

#### 3.3.4 Mounting Bracket

The mounting bracket shall be manufactured in accordance with Drawing 318AS291, Revision C. The mounting

brackets shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS291.

## 3.3.5 Capacitance Filter

The capacitance filter shall be manufactured in accordance with Drawing 318AS312, Revision A. The capacitance filter shall be subjected to the critical electrical test requirements on Note 12B of Drawing 318AS285. The capacitance filters shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS312 and 318AS285.

#### 3.3.6 Low Pass Filter

The low pass filter shall be manufactured in accordance with Drawing 318AS281, Revision A, Sheets 1-2. The low pass filter shall be subjected to the critical electrical test requirements on Note 12A of Drawing 318AS285. The low pass filters shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS281 and 318AS285.

Note: Spectrum Control is the only qualified vendor for the low pass filter. Any other offerors for this filter must pass the qualification testing called out in Note 3 of Drawing 318AS281 at the offeror's expense.

## 3.3.7 Wire Assembly, Ignition Circuit

The ignition circuit wire assembly shall be manufactured in accordance with Drawing 318AS285, Revision B. Rubber stamp identification number "30003-318AS285-B", lot number, and serial number on each unit (placed on top side of mounting bracket between both filters) with .09 characters in accordance with MIL-STD-130. The assemblies shall have a Certificate of Compliance deliverable per CDRL A005 for the requirements of Drawing 318AS285.

#### 3.3.8 Packaging

Packaging of the ignition circuit wiring assemblies shall be in accordance with Method 41 (water/vapor-proof bag, sealed) of MIL-STD-2073 using Level B packing requirements.

#### 4. QUALITY ASSURANCE PROVISIONS

## 4.1 Responsibility for Inspection

Unless otherwise specified in the contract or purchase order, the contractor is responsible for the performance of all inspection requirements as specified herein. Except as otherwise specified, the contractor may utilize his own facilities or any commercial laboratory acceptable to the government. The government reserves the right to perform any of the inspections set forth in the specifications or drawings. The test procedures called out in the Drawings or this statement of work are the standards by which all testing shall be performed.

#### 4.2 Government Inspection of Facilities

The Government, through any authorized representative, may visit the plant or plants of the contractor or of any subcontractors engaged in the performance of this contract.

If the Government on the premises of the contractor or subcontractor makes any examination or test, the contractor shall provide and require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. All examinations and tests by the Government shall be performed in such a manner as will not unduly delay work.

Inspection/acceptance of the first 500 first-article ignition circuit wiring assemblies will be made at source by an authorized representative of the Contracting Officer. The remaining ignition circuit wiring assembly inspection/acceptance will be made at source by a DCMA representative.

## FIRST ARTICLE TEST PLAN FOR MK 71 IGNITION CIRCUITS DRAWING 318AS285

#### 1.0 General

a. The quantity of ignition circuit wiring assemblies submitted for inspection under this test plan shall be five hundred (500). The ignition circuits submitted shall be manufactured using the same processes and procedures that the vendor will be using for production ignition circuits.

## 2.0 Examination of Required Certification and Data

- a. The following certifications and data shall be reviewed for information content and adherence to specifications as submitted by the contractor:
  - ?? Wire Contact Assembly pull test report and Certificate of Compliance
  - ?? Terminal Contact Assembly pull test report and Certificate of Compliance
  - ?? Mounting Bracket Certificate of Compliance
  - ?? Capacitance Filter test report including HIPOT and capacitance test data for 50 random samples
  - ?? Capacitance Filter Certificate of Compliance
  - ?? Low Pass Filter test report including insertion loss
     test data for 50 random samples
  - ?? Low Pass Filter Certificate of Compliance
  - ?? Ignition Circuit Wire Assembly test report including resistance and HIPOT test data for 50 random samples
  - ?? Ignition Circuit Wire Assembly Certificate of Compliance

# 3.0 Tests to be Performed by NSWC/Indian Head Division

NAVSEA/IHD will perform the qualification tests called out in notes 3a and 3b of Drawing 318AS281.

## 4.0 Acceptance of First Article Units

a. Upon reviewing all certifications/data called out in this First Article Test Plan, if any certification fails the specification requirements, that shall be grounds to reject the first article.

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Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send commands regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E. CONTRACT LINE ITEM NO. B. EXHIBIT A. C. CATEGORY: TDP TM OTHER X Δ D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR MK 71 ROCKET MOTOR SPECTRUM CONTROL. INC. 1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE A001 CERTIFICATE OF COMPLIANCE 4.AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE DI-MISC-81356 SOW 3.2.5, 3.2.6, AND 3.2.7 NAVSURFWARCEN, CODE 2310 7. DD 250 REQ 9 DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION DISTRIBUTION LT REQUIRED ASREQ SEE BLOCK 16 b. COPIES 8. APP CODE 11. AS OF DATE 13. DATE SUBSEQUENT SUBMISS a. ADDRESSEE FINAL N/A Draft Repo N/A N/A SEE BLOCK 16 SEE BLOCK 16 16. REMARKS 12. BLK 12 & 13: This data item (Certificate of Compliance) must be submitted for each Code 2310A 1 production lot delivery. Code 4120T 1 BLK 14: The following address should be used for the distribution of this data item. The "attn:" code shall change appropriately to correspond to the addresses listed in block 14a. Commander Naval Surface Warfare Center, Indian Head Division 101 Strauss Avenue Indian Head. Marvland 20640-5035 Attn: Code 2310A 2 15. Total G. PREPARED BY H. DATE I. APPROVED BY J. DATE

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TIMOTHY APPLEBY, CODE 2310A

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17. Price Group

Attachment (F)

18. Estimated Total Price

2005-01-20

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Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send commands regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E. CONTRACT LINE ITEM NO. B. EXHIBIT A. C. CATEGORY: TDP OTHER X Α TM D. SYSTEM/ITEM E. CONTRACT/PR NO. F. CONTRACTOR MK 71 ROCKET MOTOR SPECTRUM CONTROL, INC. 1. DATA ITEM NO. 2. TITLE OF DATA ITEM 3. SUBTITLE A002 REQUEST FOR DEVIATION (RFD) 4.AUTHORITY (Data Acquisition Document No.) 5. CONTRACT REFERENCE 6. REQUIRING OFFICE DI-CMAN-80640C SOW 3.3.1 NAVSURFWARCEN, CODE 2310 7. DD 250 REQ 9 DIST STATEMENT 10. FREQUENCY 12. DATE OF FIRST SUBMISSION DISTRIBUTION LT REQUIRED ASREQ SEE BLK 16 b. COPIES 8. APP CODE 11. AS OF DATE 13. DATE SUBSEQUENT SUBMISS a. ADDRESSEE FINAL N/A N/A N/A SEE BLK 16 SEE BLOCK 16 Draft 12. 16. REMARKS Code 2310A BLK 12 & 13: This data item (Request for Deviation) must be submitted when 1 government approval of a deviation from the drawing, statement of work, and/or Code 4120T 1 contract is being sought. The government shall respond to the RFD within five business days of RFD receipt. BLK 14: The following address should be used for the distribution of this data item. The "attn:" code shall change appropriately to correspond to the addresses listed in block 14a. Note: electronic copies are preferred. Commander Naval Surface Warfare Center, Indian Head Division 101 Strauss Avenue Indian Head, Maryland 20640-5035 Attn: Code 2310A 15. Total 2 H. DATE J. DATE I. APPROVED BY Timothy Appleby, Code 2310A 2005-01-20 DD FORM 1423-1, JUN 90 Previous editions are obsolete.1161/183

17. Price Group 18. Estimated Total Price

Form Approved OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send commands regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project

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